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19 *Attorneys for Plaintiffs*

20 **UNITED STATES DISTRICT COURT**
21 NORTHERN DISTRICT OF CALIFORNIA

22 MARY QUACKENBUSH and GHERI
 23 SUELEN, Individually and On Behalf of
 24 All Others Similarly Situated,

25 Plaintiffs,

26 v.

27 AMERICAN HONDA MOTOR
 28 COMPANY, INC., a California
 corporation, and HONDA MOTOR
 COMPANY, LTD, a foreign corporation,
 Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR:

- (1) Violations of California Consumers Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*);
- (2) Violations of Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et. seq.*);
- (3) Breach of Implied Warranty Pursuant to California Song-Beverly Consumer Warranty Act (Cal. Civ. Code §§ 1792 and 1791.1, *et seq.*) and Cal. Comm. Code § 2314; and,
- (4) Fraudulent Omission.

DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. Plaintiffs Mary Quackenbush and Gheri Suelen (“Plaintiffs”) bring this action individually and on behalf of all similarly situated persons in the United States (“Class Members”) who purchased or leased any 2012-2016 Honda CR-V vehicle, 2012-2016 Honda Accord vehicle or 2012-2015 Honda Crosstour vehicle (collectively, the “Class Vehicles”) that were designed, manufactured, distributed, marketed, sold, and leased by Defendants American Honda Motor Company, Inc. and Honda Motor Company, Ltd. (“Defendants” or “Honda”). Plaintiffs allege as follows upon personal knowledge as to themselves and their experience, and as to all other matters, upon information and belief, including investigation conducted by their attorneys.

2. Beginning in 2011, if not before, Defendants knew that the Class Vehicles contain one or more defects in their Variable Timing Control (“VTC”) Actuator that can cause internal engine damage, including, *inter alia*, the stretching of the vehicle’s timing chain, and can lead to catastrophic engine failure (“VTC Defect”). The VTC Defect often causes Class Vehicles to emit a grinding and/or rattling noise at start-up. Quite astoundingly, Honda has expressly acknowledged in multiple Technical Service Bulletins (“TSBs”) that the Class Vehicles’ VTC Actuators are defective, but, in an egregious violation of its duties under the law, has continued to use the defective component.

3. The VTC Defect presents an extreme and unreasonable safety hazard to drivers, passengers and pedestrians because it can cause the Class Vehicles' engines to fail, which, in turn, can lead to accidents and/or the stranding of the Class Vehicles in unsafe locations.

4. One vehicle owner complained to the National Highway Traffic Safety Administration (“NHTSA”) as follows:¹

¹ Spelling and grammatical errors in consumer complaints reproduced herein remain as found in the original.

1 NHTSA ID No. 11281898 (November 18, 2019): VEHICLE MADE
2 GRINDING NOISE UPON START-UP OVER SEVERAL MONTHS. HONDA
3 CLAIMED IT IS NOT DAMAGING THE ENGINE AND THERE IS NO FIX.
4 ENGINE CONTINUED TO GRIND AND MY CAR BEGAN HAVING OIL
5 PROBLEMS. HONDA STILL SAID THERE WAS NO ISSUE AND THEY
6 WERE NOT RELATED. CAR CONTINUED GRINDING UNTIL THIS
7 WEEK WHEN ALL LIGHTS ON THE DASHBOARD LIT UP. I TOOK MY
8 HONDA AND WAS TOLD THE TIMING CHAIN IS STRETCHED AND IT
9 NEEDS ANOTHER VTC ACTUATOR REPLACEMENT (THIS WAS FIXED
10 UNDER WARRANTY THREE YEARS AGO). THE CAR COULD HAVE
STALLED WHILE DRIVING. THIS IS A KNOWN ISSUE THAT HONDA IS
REFUSING TO ACKNOWLEDGE OR RECALL IN HONDA CR-V'S. THEY
CHARGED ME \$1800 TO FIX AN ISSUE KNOWN TO THEM. THIS
COULD HAVE RESULTED IN BODILY INJURY TO MYSELF OR OTHERS
IF THE CAR HAD STALLED WHILE DRIVING. HONDA SHOULD TAKE
RESPONSIBILITY FOR THEIR FAULTY ENGINES. THERE ARE
MULTIPLE COMPLAINTS ON THIS SAME ISSUE.

11 5 The following discussion was recorded on a Honda forum:

13 2013 Honda CRV Owner

I too continue with the VTC Actuator struggle. I performed the VTC replacement procedure, and even replaced the timing chain + guides while I was at it. The VTC Actuator grinding stresses the chain. When I removed the old chain, it was an entire link longer than the new. Anyways, I replaced everything with the updated 14310-R5A-305 part at 104,598 miles in October 2017. Now in Jan 2019 with 125k miles it is grinding again on cold start-up...

18 | Response:

19 I had the same thing had mine replaced plus timing chain and same issue as you
20 with the extra link. My mechanic got it fixed and for about 40k Miles it was
fine but now the grinding has started again every time I crank the car and it
sounds louder than the first time...

<https://www.crvothersclub.com/threads/vtc-actuator-recall.165378/>

23 6. The following complaints were posted on the website carcomplaints.com
24 relative to the 2014 CR-V:

24

#103

CRV was rattling for about a week. Started only in the morning in the cold and progressively got worse. We were supposed to take the car in to the mechanic the next day but as my wife was driving on the highway the car completely shut off. We had it towed to the mechanic and he said it's engine failure and had no oil. We had no oil light come on and we get routine oil changes. Called Honda to see if there was a recall and they said no and offered no help. Now I'm stuck with a worthless 5 yr old car that I still owe money on. There are so many

1 complaints about this why hasn't a recall been issued" why is nobody
 2 investigating this???"
 3

4 #118
 5

6 Vehicle made grinding noise upon start-up over several months. Honda claimed
 7 it is not damaging the engine and there is no fix. Engine continued to grind and
 8 my car began having oil problems. Honda still said there was no issue and they
 9 were not related. Car continued grinding until this week when all lights on the
 10 dashboard lit up. I took my Honda and was told the timing chain is stretched
 11 and it needs another vtc actuator replacement (this was fixed under warranty
 12 three years ago). The car could have stalled while driving. This is a known
 13 issue that Honda is refusing to acknowledge or recall in Honda CR-V's. they
 14 charged me \$1800 to fix an issue known to them. This could have resulted in
 15 bodily injury to myself or others if the car had stalled while driving. Honda
 16 should take responsibility for their faulty engines. There are multiple
 17 complaints on this same issue.
 18

19 <https://www.carcomplaints.com/Honda/CR-V/2014/engine/engine.shtml>

20 7. Plaintiffs are informed and believe, and based thereon allege, that Defendants
 21 knew the Class Vehicles were defective and not fit for their intended purpose of providing
 22 consumers with safe and reliable transportation at the time of the sale and thereafter.
 23 Defendants have actively concealed the true nature and extent of the VTC Defect from
 24 Plaintiffs and the other Class Members, and failed to disclose it to them, at the time of
 25 purchase or lease and thereafter. Had Plaintiffs and prospective Class Members known about
 26 the VTC Defect, they would not have purchased the Class Vehicles or would have paid less
 27 for them.

28 8. Plaintiffs are informed and believe, and based thereon allege, that despite
 1 notice of the VTC Defect from, among other things, pre-production testing, numerous
 2 consumer complaints, warranty data, and dealership repair orders, Defendants have not
 3 recalled the Class Vehicles to repair the Defect, have not offered its customers a suitable
 4 repair or replacement free of charge, and have not offered to reimburse all Class Vehicle
 5 owners and leaseholders the costs they have incurred relating to diagnosing and repairing the
 6 VTC Defect.

7 9. Honda knew of and concealed the VTC Defect that is contained in every Class
 8 Vehicle, along with the attendant dangerous safety problems and associated repair costs, from

1 Plaintiffs and the other Class Members both at the time of sale and repair and thereafter. As a
 2 result of their reliance on Defendants' omissions and/or misrepresentations, owners and/or
 3 lessees of the Class Vehicles have suffered ascertainable loss of money, property, and/or loss
 4 in value of their Class Vehicle.

5 **II. PARTIES**

6 **A. Plaintiff Mary Quackenbush**

7 10. Plaintiff Mary Quackenbush is a California citizen who lives in Santa Maria,
 8 California. Ms. Quackenbush purchased a new 2012 Honda CR-V from Barber Honda in
 9 Bakersfield, California, in or about February of 2012. Prior to purchase, Ms. Quackenbush
 10 spoke with the dealer sales representative about the vehicle, inspected the "Monroney" sticker
 11 posted on the side of the vehicle and test drove the vehicle. Ms. Quackenbush was never
 12 informed by the dealer sales representative that her vehicle suffered from the VTC Defect and
 13 relied upon this fact in purchasing her vehicle. Had Ms. Quackenbush been informed that her
 14 vehicle suffered from the VTC Defect, she would not have purchased it. Ms. Quackenbush
 15 purchased her vehicle for personal, family or household purposes. Ms. Quackenbush's vehicle
 16 was designed, manufactured, sold, distributed, advertised, marketed and warranted by Honda.
 17

18 11. In or around the beginning of 2020, Ms. Quackenbush's vehicle exhibited the
 19 tell-tale symptom of VTC Defect: a loud rattling noise on start-up, particularly in cold weather.
 20 Ms. Quackenbush described the problem to Honda of Santa Maria and was informed that the
 21 condition was the result of a failing VTC Actuator. On or about March 6, 2020, at the
 22 recommendation of Honda of Santa Maria, Ms. Quackenbush paid \$788.23 out-of-pocket to
 23 have her vehicle's VTC Actuator and related components replaced.

24 12. At all times, Ms. Quackenbush has driven her vehicle in a foreseeable manner
 25 and in the manner in which it was intended to be used.

27 **B. Plaintiff Gheri Suelen**

28 13. Plaintiff Gheri Suelen is a California citizen who lives in Richmond,

1 California. Ms. Suelen purchased a new 2015 Honda CR-V from Berkeley Honda Autocenter
2 in Berkeley, California, in or about August 2015. Prior to purchase, Ms. Suelen spoke with
3 the dealer sales representative about the vehicle, inspected the “Monroney” sticker posted on
4 the side of the vehicle and test drove the vehicle. Ms. Suelen was never informed by the
5 dealer sales representative that her vehicle suffered from the VTC Defect and relied upon this
6 fact in purchasing her vehicle. Had Ms. Suelen been informed that her vehicle suffered from
7 the VTC Defect, she would not have purchased it. Ms. Suelen purchased her vehicle for
8 personal, family or household purposes. Ms. Suelen’s vehicle was designed, manufactured,
9 sold, distributed, advertised, marketed and warranted by Honda

10 14. Ms. Suelen’s vehicle also exhibits the tell-tale symptom of VTC Defect: a loud
11 rattling noise on start-up, particularly in cold weather. This sound is a symptom of the VTC
12 Defect which will ultimately result in damage to internal engine components of Ms. Suelen’s
13 vehicle. Ms. Suelen has regularly taken her vehicle to Berkeley Honda Autocenter for routine
14 maintenance and upkeep but the service representatives at the dealership have never informed
15 Ms. Suelen of the VTC Defect or attempted to remedy the Defect. On information and belief,
16 this is because Honda has a practice and policy of denying and concealing the VTC Defect to
17 limit its exposure. To this day, Ms. Suelen’s vehicle continues to experience the VTC Defect.

18 15. At all times, Ms. Suelen has driven her vehicle in a foreseeable manner and in
19 the manner in which it was intended to be used.

20 **C. Defendants**

21 16. Defendant, American Honda Motor Company, Inc. is a California corporation
22 with its principal place of business located at 1919 Torrance Blvd., Torrance, CA 90501 and
23 doing business in California and throughout the United States.

24 17. Defendant Honda Motor Co., Ltd., is a Japanese corporation with its principal
25 place of business in Tokyo, Japan and the parent company of American Honda Motor
26 Company, Inc.

18. Defendants are responsible for the design, manufacture, distribution, marketing, sale and lease of the Class Vehicles.

19. Whenever, in this Complaint, reference is made to any act, deed or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of their officers, directors, agents, employees or representatives who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of the Defendants.

III. JURISDICTION

20. This is a class action.

21. This Court has subject matter jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum value of \$5,000,000, exclusive of interest and costs. At least one Class Member is a citizen of a State and Defendant Honda Motor Company, Ltd. is a citizen or subject of a foreign state. At least one putative Class Member is a citizen of a different state than Defendant American Honda Motor Company, Inc.

22. Honda, through its business of distributing, selling, and leasing the Class Vehicles, has established sufficient contacts in California such that personal jurisdiction is appropriate. Honda is deemed to reside in this California pursuant to 28 U.S.C. § 1391.

IV. VENUE

23. Venue is proper in this District because substantial part of the acts and omissions alleged herein took place in this District, as Plaintiff Gheri Suelen purchased her Class Vehicle in this District, had her Class Vehicle serviced in this District, and the Class Vehicles were and are regularly advertised, marketed, sold/leased and serviced in this District through Defendants'

24. network of dealers. Plaintiffs' counsel's Declaration of Venue, to the extent required under California Civil Code section 1780(d), is attached hereto as **Exhibit 1**.

1 28. During the pre-release process of designing, manufacturing, engineering, and
2 testing the Class Vehicles which would necessarily have taken place prior to 2012, Honda,
3 directly and/or through its agents or affiliated companies in the supply chain, necessarily
4 would have gained comprehensive and exclusive knowledge about the Class Vehicles' VTC
5 Actuator, including, but not limited to: performance under various operating conditions; the
6 basic engineering principles behind the VTC Actuator design; the forces and stresses the VTC
7 Actuator would face; when and how the VTC Actuator would experience performance
8 problems or fail; and, the cumulative and specific impacts on the VTC Actuator caused by
9 wear and use, the passage of time, driver habits, environmental factors, etc.

10 29. An adequate pre-release analysis of the design, manufacturing, engineering and
11 testing of the VTC Actuator used for the Class Vehicles would have revealed to Honda that
12 the Class Vehicles' VTC Actuator does not operate properly and is not fit for its intended use.
13 Thus, during the pre-release design stage of the Class Vehicles, Honda would have known
14 that the VTC Actuator in the Class Vehicles was defective and would pose a safety risk to
15 owners/lessees and the motoring public.

16 30. Upon information and belief, Honda also would have known about the VTC
17 Defect because of the higher than expected number of warranty repairs attempted and
18 replacement components ordered from Honda, which should have alerted Honda that the VTC
19 Actuator was defective. Upon information and belief, Honda service centers use Honda
20 replacement parts that they order directly from Honda, and all warranty repair attempts are
21 logged into a centralized database to which Honda has access. Therefore, Honda would have
22 detailed and accurate data regarding the number and frequency of replacement part orders and
23 warranty repair attempts. The ongoing high number of warranty repair attempts and sales of
24 replacement parts was known to Honda and would have alerted Honda that its VTC Actuator
25 was defective and posed a safety risk early on.

26 31. Upon information and belief, Honda also knew about the VTC Defect because
27 of numerous consumer complaints regarding grinding and/or rattling noises as well as the

1 Class Vehicles stalling and or losing power that were made directly to Honda. The large
 2 number of complaints, and the consistency of their descriptions of the grinding and/or rattling
 3 noises, alerted Honda to this serious Defect affecting the Class Vehicles. The full universe of
 4 complaints made directly to Honda about the VTC Defect is information presently in the
 5 exclusive possession, custody and control of Honda and is not yet available to Plaintiff prior
 6 to discovery. However, upon information and belief, many Class Vehicle owners complained
 7 directly to Honda and Honda dealerships and service centers about the repeated VTC Actuator
 8 problems their vehicles experienced.

9 32. A chain of TSBs quietly issued by Honda to its dealers evidences its early
 10 knowledge of the VTC Defect as well as the continuing nature of the problem.

11 33. On October 21, 2011, Honda issued TSB10041669-7570 titled “Engine Rattles
 12 at Cold Start-Up” applicable to 2008-2009 Honda Accord vehicles. This TSB states, in
 13 pertinent part:

14 **SYMPTOM**

15 At cold start-up the engine rattles loudly for 2 seconds.

16 **PROBABLE CAUSE**

17 The variable valve timing control (VTC) actuator is defective.

18 **CORRECTIVE ACTION**

19 Use the repair procedure in this service bulletin to replace the VTC Actuator...

20 This TSB identifies the VTC Actuator as part number 14310-R44-A01. A copy of this TSB is
 21 attached hereto as **Exhibit 2**.

22 34. The following year, Honda issued a second service bulletin further evidencing
 23 its knowledge of the VTC Defect. This service bulletin titled “Engine Rattles at Cold Star-
 24 Up” is applicable to certain 2008 through 2012 Accord and 2007 through 2012 CR-V vehicles
 25 and states:

26 **SYMPTOM**

27 At cold start-up the engine rattles loudly for 2 seconds.

28 **PROBABLE CAUSE**

29 The variable valve timing control (VTC) actuator is defective.

1 **CORRECTIVE ACTION**
 2 Replace the VTC Actuator...

3 This TSB identifies the VTC Actuator for the 2008-2012 Accord and the 2012 CR-V as part
 4 number 14310-R44-A01. A copy of this TSB is attached hereto as **Exhibit 3**.

5 35. In or about November 2015 Honda released ServiceNews Article A15110E
 6 Version 1 titled “Engine Rattle at Cold Start in Cold Weather” applicable to 2008-2012
 7 Honda Accord vehicles, 2012-2015 Honda Crosstour vehicles and 2012-2014 Honda CR-V
 8 vehicles. This document that if the engine rattles at cold startup for 1 to 2 seconds when it’s
 9 cold outside “Chances are the VTC Actuator is the culprit.” This document goes on to
 10 caution, however, that “simply replacing the VTC Actuator using current parts stock **won’t**
 11 work” and that it is expected counter measured parts will be available the next year. *Id.*
 12 (emphasis in original). A copy of this document is attached hereto as **Exhibit 4**.

13 36. In or about February 13, 2016, Honda issued TSB 16-012 titled “Engine Rattles
 14 at Cold Start-Up” applicable to 2013-2014 Honda CR-V vehicles and 2013-2015 Honda
 15 Crosstour vehicles. This Service Bulletin states, in pertinent part:

16 **SYMPTOM**

17 At cold start-up the engine rattles loudly for about 2 seconds. This may be intermittent
 18 and occurs when the outside temperature is below 40 F.

19 **PROBABLE CAUSES**

20 The variable valve timing control (VTC) actuator is defective.

21 **CORRECTIVE ACTION**

22 Replace the VTC Actuator. This procedure does not require the complete removal of
 23 the cam chain and associated parts, so repair time is much shorter.

24 This TSB identifies the “Failed Part Number” as 14310-R44-A01. A copy of this TSB is
 25 attached hereto as **Exhibit 5**.

26 37. On or about January 2018 Honda released ServiceNews Article A1810F
 27 Version 1 titled “Engine Rattles at Startup” applicable to 2013-2016 Honda Accord vehicles

1 and 2015-2016 Honda CR-V vehicles. This article advises that if the engine rattles at startup
 2 for about 1 to 3 seconds “What’s happening is the lock pin inside the VTC Actuator isn’t
 3 holding the actuator properly. This lets the vane turn within the housing, causing a short rattle
 4 at startup.” Like Honda’s previous Service News Article, this article cautions there are no
 5 countermeasures “so **do not** replace the VTC Actuator at this time. It’s very unlikely that
 6 doing so will fix this concern.” *Id.* (emphasis in original). A copy of this document is
 7 attached hereto as **Exhibit 6**.

8 38. On information and belief, all Class Vehicles suffer from the same Defect
 9 which is evidenced by the above history as well as the consumer complaints, and which has
 10 persisted through the class period because Honda reused the same or substantially similar
 11 VTC Actuator part though it knew it was defective and would fail. Notwithstanding its
 12 knowledge of the VTC Defect, Honda has actively concealed the Defect from the public at
 13 large and failed to provide a remedy for the Defect to date.

14 C. **Example Consumer Complaints**

15 39. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles
 16 have experienced the VTC Defect.

17 40. The following example complaints filed by consumers with the NHTSA and
 18 posted on the Internet, which on information and belief Honda actively monitored during the
 19 relevant period, demonstrate that the VTC Defect is widespread and dangerous:

20

- 21 • **NHTSA ID No. 10564788 (July 8, 2013):** TL- THE CONTACT OWNS A 2012
 22 HONDA CR-V. THE CONTACT STATED THAT WHILE STARTING THE
 23 VEHICLE AFTER BEING IDLE FOR AN EXTENDED TIME, THE CONTACT
 24 HEARD A RATTLING NOISE FROM THE ENGINE. THE VEHICLE WAS
 25 TAKEN FOR DIAGNOSIS WHERE THE CONTACT WAS ADVISED THAT THE
 26 VTC ACTUATOR WOULD NEED TO BE REPLACED. THE VEHICLE WAS
 27 REPAIRED HOWEVER, THE FAILURE REURRED. THE VEHICLE WAS
 28 TAKEN BACK TO THE DEALER SEVERAL TIMES. THE DEALER WAS
 UNABLE TO DUPLICATE THE FAILURE BUT DID STATE THAT THE
 VEHICLE WAS CONSUMING MORE THAN 2.5 QUARTS OF ENGINE OIL
 WITHIN A 15 DAY SPAN. THE MANUFACTURE WAS CONTACTED AND
 STATED THAT THEY WOULD FURTHER INVESTIGATE THE FAILURE. THE

1 APPROXIMATE FAILURE MILEAGE WAS 20,000. THE CURRENT MILEAGE
 2 WAS 26,492. KMJ

3

- 4 • **NHTSA ID No. 10731929 (July 5, 2015):** LOUD METALLIC RATTLE NOISE ON
 5 COLD START-UP. HONDA DEALER FOUND HONDA SERVICE BULLETIN 09-
 6 010 ISSUED, BUT NO FIX FOR THIS PROBLEM HAS BEEN ISSUED TO DATE.
- 7
- 8 • **NHTSA ID No. 10748059 (August 12, 2015):** TL* THE CONTACT OWNS A 2012
 9 HONDA CR-V. WHEN THE VEHICLE WAS STARTED, A LOUD GRINDING
 10 SOUND EMITTED FROM THE FRONT OF THE VEHICLE. THE FAILURE
 11 REURRED EACH TIME THE VEHICLE WAS STARTED IF IT HAD BEEN
 12 PARKED FOR OVER FOUR HOURS. THE VEHICLE WAS TAKEN TO THE
 13 DEALER. THE TECHNICIAN STATED THAT THEY WERE AWARE OF THE
 14 FAILURE AND THE CONTACT WOULD BE PLACED ON A WAITING LIST.
 15 THE CONTACT STATED THAT THE VTC ACTUATOR WAS FAULTY AND
 16 NEEDED TO BE REPLACED. THE MANUFACTURER WAS MADE AWARE OF
 17 THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 43,000.

18

- 19 • **NHTSA ID No. 10758990 (August 24, 2015):** COLD START OF ENGINE CAUSES
 20 LOUD GRINDING NOISE ONLY 2 AND A HALF YEARS OF OWNERSHIP
 21 50,000 MILES

22 LOOKING ONLINE IT IS NOT A UNIQUE PROBLEM AND IS AN ENGINE
 23 DESIGN FLAW. HONDA ONLY SAYS IT'S WORKING ON THE PROBLEM BUT
 24 DOESN'T HAVE A FIX YET. THEY SAY THE OFFICIAL PROBLEM IS THAT
 25 THE VTEC ACTUATOR IS DEFECTIVE.

26 GIVEN THE NUMBER OF POSTS ASKING ABOUT THIS PROBLEM I WOULD
 27 ASSUME THE COMPANY WOULD WORK ON IT ESPECIALLY IF IT IS A
 28 PROBLEM WITH THE ENGINE.

- 29 • **NHTSA ID No. 10764021 (September 15, 2015):** LOUD NOISE ON START-UP
 30 ALL THE TIME (DOESN'T MATTER IF COLD OR HOT). TOOK TO DEALER,
 31 PEORIA, IL - 12/30/2014 SUSPECTED VTC ACTUATOR. DEALER SAID COULD
 32 NOT DUPLICATE, AFTER I EVEN RECORDED THE NOISE. BROUGHT BACK
 33 IN APRIL 2015, INSISTED THEY LISTEN WHILE I WAS THERE. DIAGNOSED
 34 VTC ACTUATOR. SAID HONDA HAD A TECH BULLETIN, SAID THEY KNOW
 35 ABOUT THE PROBLEM BUT WILL NOT ALLOW DEALER TO FIX IT. TOLD
 36 TO CHECK BACK AGAIN SOON. I CHECKED BACK OVER SEVERAL
 37 MONTHS. SAME ANSWER. THERE IS NO FIX, HONDA KNOWS ABOUT THE
 38 PROBLEM. HOW CAN A MANUFACTURER KNOW THERE IS A PROBLEM,
 39 AND SAY THEY CAN'T FIX IT. I CAN'T RESALE THE VEHICLE WITH THIS
 40 NOISE. THE NOISE IS VERY LOUD AND EMBARRASSING ON EVERY START
 41 UP. DEALER REFUSES TO FIX OR PROVIDE ANY SOLUTION. THIS SEEMS

1 TO BE A PROBLEM WITH DIFFERENT HONDA VEHICLES, AND
 2 CONSUMERS CAN'T GET THE PROBLEM FIXED.

3 • **NHTSA ID No. 10773718 (June 10, 2015):** PURCHASED A HONDA CRV 2012
 4 FROM A DEALERSHIP BUT THEY BROUGHT THE CAR TO ME FOR A TEST
 5 DRIVE WHICH RESULTED IN MY NOT HEARING THE GRINDING NOISE ON
 6 STARTUP. THE ENGINE MAKES A GRINDING SOUND EVERY TIME YOU
 7 START IT (COLD STARTS...WHEN I START IT IN THE MORNING IT MAKES
 8 THE SOUND AND IF I START IT WITHIN 15-20 MINUTES AFTER THE
 9 INITIAL START IT IS MUCH MILDERR OF A NOISE.) THE HONDA MECHANIC
 WITH HONDA CRV'S THAT HAS NOT BEEN RECTIFIED.

10 • **NHTSA ID No. 10780695 (October 7, 2015):** ENGINE MAKES RATTLING OR
 11 GRINDING NOISE ON STARTUP, USUALLY IN THE MORNING OR WHEN
 12 THE CAR HAS SET FOR AT LEAST 6 TO 8 HOURS.

13 • **NHTSA ID No. 10781661 August 13, 2013):** HONDA CRV 2012

14 WHEN STARTING THE CARE IN THE MORNING, ENGINE MAKES A
 15 RATTLING NOISE AFTER IT STARTS. THIS HAS BEEN HAPPENING FOR THE
 16 PAST YEAR OR SO, ON A DAILY BASIS. OF LATE, IT HAPPENS IN THE
 17 EVENING AS WELL. I.E) WHENEVER THE CAR HAS NOT BEEN RUNNING
 FOR A COUPLE OF HOURS.

18 THE HONDA DEALERSHIP IS SAYING THAT THERE IS NO BULLETIN FROM
 19 AMERICAN HONDA COMPANY ON THIS, IN ORDER TO FIX THE ISSUE.
 20 AND THAT THIS IS NOT CAUSING ANY DAMAGE TO THE ENGINE.
 21 HOWEVER, I SEE A SERVICE BULLETIN ISSUED IN OCTOBER 2012
 22 SPECIFICALLY FOR THIS, AND IT IS STORED ON THE NHTSA.DOT.GOV
 WEBSITE.

23 SERVICE BULLETIN

24 2012 AMERICAN HONDA MOTOR CO., INC. – ALL RIGHTS RESERVED ATB
 25 41171-48259 (1210) 1 OF 6

26 OCTOBER 6, 2012

27 09-010

28 SPOKE TO AMERICAN HONDA CUSTOMER SERVICE AND THEY CLARIFIED

1 THAT THEY HAD UPDATED THAT BULLETIN SINCE THEN. THEY ARE
 2 ADVISING THE DEALERS TO NOT APPLY THOSE STEPS AND HAVE
 3 REMOVED IT AS A RECOMMENDATION (SINCE 2013) TO FIX THE ENGINE
 4 RATTLE NOISE.

5 THEY ARE DEEMING THIS AS A "NOISE IRRITANT". AND ASKED US TO
 6 CHECK BACK IN 4 MONTHS FROM NOW. HOWEVER, ON A PRODUCT SUCH
 7 AS THIS CAR, THE APPEARANCE IS IMPORTANT. RIGHT NOW, IT SOUNDS
 8 LIKE I AM DRIVING A CLUNKER! ALSO, THE CONCERNS ARE:

- 9 A) DAMAGE TO THE ENGINE / ACTUATOR IS STILL HAPPENING?
- 10 B) IS IT SAFE TO START THE ENGINE DESPITE RATTLING NOISE?
- 11 C) ENGINE MIGHT EVENTUALLY NOT START AT ALL
- 12 D) A LOOSE PART MIGHT DESTROY THE ENGINE WHILE DRIVING ON A
 13 HIGHWAY AND RESULT IN AN ACCIDENT!

14 THANKS!

- 15 • **NHTSA ID No. 10785104 (October 21, 2015):** WHEN I "COLD" START MY CAR
 16 (MORNINGS, AFTER 6 HOURS OF NONUSE) THERE IS A LOUD
 17 GRINDING/SCREECHING NOISE THAT LASTS A FEW SECONDS
 18 ([HTTPS://WWW.YOUTUBE.COM/WATCH?V=V3Z00LN1DD8](https://www.youtube.com/watch?v=v3Z00LN1DD8)). THE
 19 SCHAUMBURG (IL) DEALERSHIP SAYS HONDA IS AWARE OF THIS
 20 PROBLEM AND HAS NOT PROVIDED A SOLUTION TO THEM YET. I
 CONTACTED THEM ON MARCH 13, 2015, REGARDING THIS. THEY
 PROVIDED THE SAME ANSWER TODAY... WHILE THE PROBLEM/NOISE
 PERSISTS. I AM HOPING THIS COMPLAINT WILL FORCE HONDA
 DEVELOP A (VTC ACTUATOR?) SOLUTION AND PROVIDE IT TO HONDA
 DRIVERS.
- 21 • **NHTSA ID No. 10807199 (November 27, 2015):** STARTING CAR SOUND IS A
 22 GRINDING SOUND. TENDS TO HAPPEN IN THE MORNING WHEN I FIRST
 23 START IT UP FOR THE DAY. I THINK HONDA SHOULD REPLACE THE CAM
 24 ACTUATOR GEAR ASSEMBLY. WHAT ELSE IS GETTING RUINED ON MY
 CAR WHEN NO ACTION HAS BEEN TAKEN PLACE BY HONDA?
- 25 • **NHTSA ID No. 10816344 (December 27, 2015):** GRINDING/RATTLING ENGINE
 26 NOISE ON FIRST START-UP ONLY. APPEARS TO BE THE VTC ACTUATOR
 27 PROBLEM. HAPPENS ONLY IN COLD WEATHER. ALMOST BOUGHT A
 28 TOYOTA RAV4 INSTEAD. MAYBE I SHOULD HAVE BOUGHT THE TOYOTA?

- 1 • **NHTSA ID No. 10822136 (November 5, 2015):** GRINDING NOISE OCCURS ON
2 1ST START UP WHEN CAR IS COLD AND OCCASIONALLY DURING THE
3 DAY. WE TOOK IT TO HONDA DEALERSHIP ON 11/5/2015 AND THEY SAY IT
4 IS THE VTC ACTUATOR AND NO REPAIRS WILL BE DONE AT THIS TIME.
5 WE TOOK IT TO PASADENA HONDA ON 1/25/16 AND THE SERVICE
6 MANAGER SAID THEY HONDA WOULD EMAIL US WHEN THEY HAD A FIX.
7 I CALLED HONDA CUSTOMER SERVICE AND FILED A COMPLAINT. THEY
8 SAID HONDA WAS WORKING ON A SECOND SOLUTION. THE NOISE
9 CONTINUES TO WORSEN. THEY SAID IT WASN'T A SAFETY ISSUE OR
10 WOULDN'T HURT THE ENGINE(?)
- 11 • **NHTSA ID No. 10875675 (June 21, 2016):** A GRINDING NOISE OCCURS UPON
12 STARTING WHICH LASTS FOR A FEW SECONDS. I HAD ASKED ABOUT IT
13 ON MORE THAN ONE OCCASION WHEN BRINGING MY CAR TO THE
14 HONDA DEALERSHIP FOR SERVICE. A SERVICE MANAGER CAPTURED IT
15 ON VIDEO AND SAID THERE WAS NOT ANY EFFECT TO THE VEHICLE. MY
16 WARRANTY IS NOW EXPIRED AND I IMAGINE TRYING TO SELL THE
17 VEHICLE IN THE FUTURE WILL BE A PROBLEM WHEN SOMEONE HEARS
18 THAT NOISE.
- 19 • **NHTSA ID No. 1 10971932 (February 5, 2017):** 012 HONDA CR-V VTC
20 ACTUATOR RECALL.....WHENEVER I START MY CAR I HEAR A GRINDING
21 NOISE WHICH I HAVE BEEN TOLD IS THE VTC ACTUATOR. THE NOISE IS
22 VERY ANNOYING IT MAKES LOUD LOUD NOISE EVERY TIME THE CAR IS
23 STARTED.
- 24 • **NHTSA ID No. 11006517 (July 20, 2017):** THE ENGINE MAKES A RATTLING
25 NOISE WHEN THE CAR IS TURNED ON IN COLD WEATHER, USUALLY
26 WHEN IT IS FIRST TURNED ON IN THE MORNING. I LIVE ON THE GULF
27 COAST, SO IT REALLY DOESN'T EVEN GET THAT COLD DOWN HERE, BUT
28 I HAVE NOTICED THIS ON MULTIPLE "COLD" MORNINGS
 (TEMPERATURES MAYBE IN THE 40S). I NOTICED SEVERAL OTHER
 PEOPLE HAVE REPORTED THIS PROBLEM. I DON'T KNOW IF IT IS
 CAUSING DAMAGE TO THE CAR, BUT IT DOES NOT SOUND GOOD.
- 29 • **NHTSA ID No. 11015676 (July 18, 2016):** ENGINE RATTLES ON COLD START.
30 TIES TO THEIR SERVICE BULLETIN 09-010 ISSUE. THIS WAS REPORTED TO
31 SUBURBAN HONDA NOVI 7/18/2016 WHEN CAR MILEAGE WAS 59716. CAR
32 WAS RETURNED INDICATING THIS ISSUE COULD NOT BE REPLICATED.
33 SERVICE BULETIN DATES BACK TO MARCH 17 2016. HOW DID SUBURBAN
34 HONDA NOT RECOGNIZE THIS AS THE ISSUE WHEN I FIRST REPORTED TO
35 THEM ON 7/18/2016? TODAY 8/16/17 THIS ISSUE HAS COUMPODED.
36 EVERY TIME CAR IS STARTED AFTER KEPT IDLE OF MORE THAN AN
37 HOUR THE RATTLE SOUND IS REAL LUD. LOCAL TECHNICIAN, PAUL'S

1 AUTOMOTIVE SAID YESTERDAY, IT IS REAL IMPOARTANT IT BE LOOKED
 2 AT BY HONDA. SO TAKIN IT TO SUBURBAN HONDA TODAY 8/16/17.
 3

4

- 5 • **NHTSA ID No. 11033242 (June 11, 2017):** EVERY TIME I START A CAR I HEAR
 6 A GRINDING SOUND THAT LASTS FOR 1-2 SECONDS AND THEN STOPS.
 7 THIS IS HOW IT SOUNDS LIKE:
 8 [HTTPS://WWW.YOUTUBE.COM/WATCH?V=KR20BAOXBO8](https://www.youtube.com/watch?v=KR20BAOXBO8)

9

10 THIS HAPPENS TO HONDA CR-V'S AND ACCORDS WITH 2.4L 4 CYL.
 11 ENGINES. THE ISSUES KNOWN AS "VTC ACTUATOR ASSEMBLY" -
 12 [HTTPS://WWW-
 13 ODI.NHTSA.DOT.GOV/ACMS/CS/JAXRS/DOWNLOAD/DOC/UCM501009/SB-
 14 10041669-6712.PDF](https://www-odi.nhtsa.dot.gov/acms/cs/jaxrs/download/doc/ucm501009/sb-10041669-6712.pdf)

15

16 THIS IS A HUGE PROBLEM FOR VEHICLES ASSEMBLED BETWEEN 2010 -
 17 2016 AND IT SHOULD BE A RECALL TO FIX THE ISSUE. AS OF NOW HONDA
 18 IS NOT ADMITTING THAT THERE IS THE PROBLEM.

19

- 20 • **NHTSA ID No. 11040064 (October 26, 2017):** THE VTC IS MAKING A
 21 RATTLING NOISE ON A COLD START UP. THIS STARTED OUT OF
 22 NOWHERE AND HAS NOT GONE AWAY. MY CAR IS PARKED IN A GARAGE
 23 AT HOME AND IS PARKED OUTSIDE AT WORK BUT WILL DO THE SAME
 24 NO MATTER WHAT.
- 25 • **NHTSA ID No. 11089059 (April 20, 2018):** GRINDING NOISE UPON COLD
 26 START. THIS ISSUE STARTED AT LEAST TWO YEARS AGO. DID NOT
 27 HAPPEN ON EVERY START. ASKED DEALERSHIP WHAT IT MIGHT BE AND
 28 I WAS TOLD IT WAS NOTHING. OVER THE PAST YEAR, NOISE HAPPENS
 29 RELIGIOUSLY EVERY TIME THERE IS A COLD START. DEALERSHIP NOW
 30 SAYS IT'S THE VTC ACTUATOR AND I AM NOW PAST MY WARRANTY. IT
 31 APPEARS THAT A TSB WAS ISSUED MARCH 2016. WHY HAS NO RECALL
 32 BEEN MADE SINCE THIS IS A WIDESPREAD ISSUE?
- 33 • **NHTSA ID No. 11089747 (April 23, 2018):** ENGINE RATTLES AT COLD START
 34 UP. PER SERVICE BULLETIN THE VTC ACTUATOR IS FAULTY AND NEEDS
 35 TO BE REPLACED WITH AN UPGRADED PART. THIS IS THE SECOND TIME I
 36 WILL NEED TO HAVE IT REPLACED. I SHOULDN'T HAVE TO PAY FOR THIS
 37 REPAIR AGAIN.
- 38 • **NHTSA ID No. 11119641 (August 13, 2018):** GRINDING NOISE UPON COLD
 39 START. THIS ISSUE STARTED AT LEAST TWO YEARS AGO. DID NOT
 40 HAPPEN ON EVERY START. ASKED DEALERSHIP WHAT IT MIGHT BE AND
 41 I WAS TOLD IT WAS NOTHING. OVER THE PAST YEAR, NOISE HAPPENS

1 RELIGIOUSLY EVERY TIME THERE IS A COLD START. DEALERSHIP NOW
 2 SAYS IT'S THE VTC ACTUATOR AND I AM NOW PAST MY WARRANTY. IT
 3 APPEARS THAT A TSB WAS ISSUED MARCH 2016. WHY HAS NO RECALL
 4 BEEN MADE SINCE THIS IS A WIDESPREAD ISSUE? CLASS ACTION
 5 SETTLEMENT 3/ 2018 DID NOT INCLUDE THE CRV'S

- 6 • **NHTSA ID No. 11123154 (August 29, 2018):** RATTLE NOISE ON COLD START
 7 UP. VTC ACTUATOR REPLACED UNDER WARRANTY AND NOW SAME
 8 PROBLEM AGAIN AFTER 10,000 MILES. FROM MY READING AND
 9 SPEAKING TO SEVERAL AUTO MECHANICS, THIS IS A COMMON PROBLEM
 10 WITH THIS MODEL OF CAR AND IT SEEMS LIKE HONDA OF AMERICA HAS
 11 NOT TAKEN RESPONSIBILITY FOR ADDRESSING THIS PROBLEM
 12 ADEQUATELY. I THINK A RECALL OF THIS ENGINE OR AN EXTENSION OF
 13 THE WARRANTY SHOULD BE REQUIRED.
- 14 • **NHTSA ID No. 11140458 (August 13, 2016):** ENGINE RATTLES AT COLD
 15 START-UP - VTC ACTUATOR NEEDS REPLACEMENT. THE HONDA DEALER
 16 (CRISWELL HONDA, GERMANTOWN MD) DOING THE MAINTENANCE
 17 SAYS THAT I HAVE GONE PAST THE WARRANTY. BUT I HAVE BEEN
 18 THERE MULTIPLE TIMES FOR SERVICE BEFORE AND MENTIONED ABOUT
 19 THE ISSUE. THEY DID NOT FIX IT OR EXPLAINED TO ME THE ISSUES.
 20 THEY ARE CHARGING ME \$800 NOW FOR THIS. BASED ON CURRENT
 21 SEARCH IN GOOGLE, THIS IS WHAT I FIND. PLEASE HELP

22 HONDA TSB NUMBER:A09-010.V4

23 NHTSA NUMBER:10087883TSB

24 DATE:MARCH 17, 2016

25 FAILING COMPONENT: ENGINE (PWS)

26 SUMMARY: SERVICE BULLETIN - REPLACE THE VTC ACTUATOR IF THE
 27 ENGINE RATTLES LOUDLY FOR 2 SECONDS DURING COLD START-UP.

- 28 • **NHTSA ID No. 11150687 (November 10, 2018):** RATTLE/GRINDING NOISE ON
 29 COLD STARTS. AT FIRST, IT WAS ONLY ON VERY COLD MORNINGS,
 30 WHICH WE DON'T USUALLY HAVE HERE IN THE SOUTH (ALABAMA);
 31 HOWEVER, TODAY, IT DOES IT EVERY TIME YOU START THE CAR. IT'S A
 32 FRIGHTENING NOISE THAT SOUNDS LIKE IT'S TEARING UP THE ENGINE.
 33 THERE ARE VIDEOS AND HUNDREDS OF COMPLAINTS ONLINE ABOUT
 34 THIS ISSUE. I HAVE READ SOMETHING ABOUT A CLASS-ACTION
 35 LAWSUIT, AS WELL, ALTHOUGH I WAS NEVER NOTIFIED OF THAT.

- **NHTSA Id No. 11184334 (March 5, 2019):** FAULTY VTC ACTUATOR, GRINDING NOISE ON STARTING THE CAR EVERYDAY IN THE MORNINGS. DEALER HAVE A \$600.00 ESTIMATE TO HAVE IT FIXED AND NOT COVERED UNDER STANDARD WARRANTY.

HONDA IS AWARE OF THIS ISSUE AND NO RECALL HAS BEEN ISSUED.

- **NHTSA Id No. 11184334 (April 14, 2019):** GRINDING NOISE WHEN COLD STARTING AND IT HAS BEGUN TO STALL THE ENGINE.
- **NHTSA Id No. 11242530 (August 8, 2019):** THERE'S A GRINDING NOISE THAT FOLLOWS THE START OF THE ENGINE. THIS ISSUE BEGAN 2 YEARS AGO DURING THE WINTER MONTHS. TOOK IT TO HONDA TO SEE WHAT WAS WRONG. THEY WEREN'T ABLE TO RECREATE THE SOUND AND SENT ME ON MY WAY.

IT'S NOW DOING IT ALL OF THE TIME. I HAVEN'T TAKEN IT TO HONDA AGAIN, BUT I WILL WHEN I HAVE THE TIME AND MONEY TO FIX IT.

INITIAL VIEWING OF THIS SITE SHOWS A LOT OF THE SAME ISSUE. HAVEN'T DONE ANY FURTHER RESEARCH TO SEE IF THE ISSUE HAS BEEN RESOLVED OR HANDLED BY HOND. I WILL ONCE I FINISH THIS POST. HOPEFULLY, HONDA IS DOING OR WILL DO THE RIGHT THING AND RECALL VEHICLES AFFECTED BY THIS ISSUE.

- **NHTSA Id No. 11289643 December 17, 2019:** VTC ACTUATOR GRINDING ON COLD START. REPORTED TO HONDA. PAID TO HAVE IT REPLACED OUT OF POCKET AT A COST OF \$1443.83 ON 9/24/18 AT 111,863 MILES.

AT 122,000 MILES STARTED HAVING HIGH OIL CONSUMPTION. AFTER SEVERAL MISDIAGNOSIS BY HARE HONDA, DETERMINED SAME ISSUE AS 2011 TSB A12-089 PROBLEM WITH STICKING PISTON RINGS. REQUIRES FULL ENGINE REBUILD QUOTED AT \$2000. IF NOT FIXED CAN CAUSE ENGINE FAILURE.

- **NHTSA Id No. 1 10574783(September 15, 2015):** TL* THE CONTACT OWNS A 2013 HONDA CRV. THE CONTACT STATED THAT UPON STARTING THE VEHICLE, THERE WAS A GRINDING NOISE HEARD ON NUMEROUS OCCASIONS. THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER, WHO DIAGNOSED THAT THE VARIABLE TIMING CONTROL ACTUATOR NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED BUT THE FAILURE REURRED. THE CONTACT STATED THAT THE VEHICLE WAS RETURNED WITHIN A WEEK OF THE REPAIR AND THE SAME EXACT PART WAS REPLACED. THE VEHICLE EXHIBITED THE FAILURE AGAIN BUT WAS

1 NOT REPAIRED. THE CONTACT STILL HEARD THE GRINDING NOISE WITH
 2 NO REMEDY FOR THE FAILURE. THE VEHICLE WAS TAKEN BACK TO THE
 3 AUTHORIZED DEALER, WHO WAS UNABLE TO DIAGNOSE THE FAILURE.
 4 THE FAILURE PERSISTED. THE MANUFACTURER WAS NOTIFIED OF THE
 5 FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 4000.

- 6 • **NHTSA Id No. 10587444 (April 23, 2015):** TL* THE CONTACT OWNS A 2013
 7 HONDA CR-V. THE CONTACT STATED THAT WHEN STARTING THE
 8 VEHICLE, A GRINDING NOISE WAS HEARD FROM THE FRONT END. THE
 9 FAILURE WAS RECURRING AND INTERMITTENT. THE VEHICLE WAS
 10 TAKEN TO A DEALER WHERE THE FAILURE WAS UNABLE TO BE
 11 DIAGNOSED. THE MANUFACTURER WAS NOTIFIED OF THE ISSUE. THE
 12 VEHICLE WAS NOT REPAIRED. THE APPROXIMATE FAILURE AND
 13 CURRENT MILEAGE WAS 19,000. KMJ
- 14 • **NHTSA Id No. 10678464 (January 23, 2015):** GRINDING SOUND UPON START.
 15 PROBABLY THE VTC ACTUATOR. *TR
- 16 • **NHTSA Id No. 10705578 (December 1 2014):** AS I REPORTED LAST YEAR,
 17 THERE IS A VTC ACTUATOR DESIGN FLAW THAT CREATES A GRINDING
 18 NOISE WHEN THE TEMPS FALL BELOW FREEZING AND IN SOME CASES
 19 EVEN ABOVE FREEZING MAINLY DUE TO LACK OF OIL PRESSURE AND
 20 THE ACTUATOR NOT LOCKING CORRECTLY. WELL, ANOTHER WINTER
 21 HAS COME AND GONE AND THERE IS STILL NO HINT OF A FIX FROM
 22 HONDA. THEY CLAIM THERE IS NO DAMAGE OCCURRING BUT ANY TIME
 23 I HEAR METAL ON METAL I BEG TO DIFFER.
- 24 UNFORTUNATELY AT THIS POINT I AM LOOKING AT OPTIONS SUCH AS
 25 TRADING THE VEHICLE IN AS I DON'T KNOW WHAT KIND OF SERIOUS
 26 DAMAGE IS BEING DONE EACH WINTER WITH METAL ON METAL
 27 GRINDING.
- 28 HONDA SURE HAS LOST THEIR PRESTIGIOUS CLAIM OF RELIABILITY IN
 29 MY EYES. SADLY THIS WILL BE MY LAST HONDA PRODUCT AS THEY
 30 DON'T SEEM TO ADDRESS CUSTOMER CONCERNS IN ANY KIND OF
 31 TIMELY MANNER. *TR
- 32 • **NHTSA Id No. 10732326 (July 1, 2014):** WHEN I START THE ENGINE IN THE
 33 MORNING (COLD), IT MAKES A WHIRRING/GRATING SOUND THAT LASTS
 34 JUST A COUPLE OF SECONDS. IT DOESN'T MAKE THIS SOUND AGAIN ALL
 35 DAY, EVEN WHEN THE VEHICLE SITS FOR 8+ HOURS. I DON'T KNOW IF
 36 IT'S TEMPERATURE-DEPENDENT.

- 1 • **NHTSA Id No. 10748315 (August 13, 2015):** I NOTICED A RATTLING NOISE
2 DURING COLD STARTS FROM THE ENGINE THAT CONTINUED WELL INTO
3 THE SUMMER. I REPORTED IT TO MY HONDA DEALER (BILL PAGE/FALLS
4 CHURCH, VA) AND REFERRED TO THE WELL DOCUMENTED VTC
5 ACTUATOR PROBLEM REPORTED ON THE INTERNET BASED ON VIDEO
6 AND AUDIO SIMILARITIES IN THE NOISES I WAS HEARING. THE DEALER
7 BEING AWARE OF THE PROBLEM REFRAINED FROM ANY INVESTIGATION
8 OR CORRECTION UNTIL THEY RECEIVED A CORRECTIVE SOLUTION
9 FROM HONDA. I REPORTED THE PROBLEM TO HONDA AMERICA AND THE
10 DEALER LATER IN 2015 AFTER MY HONDA DEALER TECHNICIAN REPTD
11 NO SOLUTION HAS COME FROM HONDA. I RECEIVED A CALL FROM
12 HONDA REGARDING MY COMPLAINT SUGGESTING THE VTC ACTUATOR
13 PROBLEM IS LIMITED TO ALASKA AND I SHOULD MAKE AN
14 APPOINTMENT WITH MY DEALER TO INVESTIGATE. AS A RESULT TO A
15 SWITCH TO SYNTHETIC OIL AT THE DEALER THE NOISE SEEMS TO HAVE
16 GONE. UNFORTUNATELY THIS DOES NOT GUARANTEE THE ORIGINAL
17 PROBLEM HAS NOT DAMAGED THE ENGINE OR WON'T REAPPEAR IF I
18 DECIDE TO RETURN TO CONVENTIONAL OIL. THE OFFICIAL POSITION BY
19 HONDA VS. THE DEALER SEEMS TO PROMOTE A STAND-OFF TO
20 COMPENSATE FOR A LACK OF A FULLY RELIABLE SOLUTION IN THAT
21 THE DEALER IS TOLD NOT TO INITIATE REPAIRS FOR THIS PROBLEM
22 UNTIL A SOLUTION IS DISTRIBUTED BY HONDA WHILE HONDA CLAIMS
23 THE PROBLEM IS NOT UNIVERSAL AND IS TRYING TO MINIMIZE ITS
24 SCOPE; LEAVING CONSUMERS IN THE MIDDLE TRYING TO MAKE THEIR
25 CRVS OR OTHER MODEL HONDAS RELIABLE WHILE STILL UNDER
26 WARRANTY. I WILL CONTINUE PURSUIT OF A FIX WITH HONDA AMERICA
27 BUT FEEL NHTSA SHOULD PRESSURE HONDA TO ADDRESS THIS WELL
28 KNOWN AND PUBLICIZED FAULT WITH SOME SORT OF PERMANENT FIX.
29 FOR A MANUFACTURER WHO CLAIMS THEIR VEHICLES ARE HIGHLY
30 RELIABLE HONDA APPARENT DECEPTION REGARDING THIS PROBLEM
31 NEEDS TO BE ADDRESSED AND I HOPE NHTSA FORCES THIS ACTION TO
32 OCCUR. I ALSO PROVIDED NHTSA WITH A COPY OF MY 7/25/15 LETTER TO
33 AMERICAN HONDA.

- 34 • **NHTSA Id No. 10783481(October 12, 2015):** ENGINE GRINDING NOISE WHEN
35 CROSSING UP AND DOWN STRUCTURES LIKE BRIDGES. ESPECIALLY ON
36 HIGHWAY WHILE TAKING EXITS. AT A TIMES IT FEELS LIKE THE ENGINE
37 IS ABOUT TO DIE. THIS GRINDING NOISE IS DISTURBING MY CONFIDENCE
38 TO DRIVE THE VEHICLE SAFELY.

39
40 TL* THE CONTACT OWNS A 2013 HONDA CR-V. THE CONTACT STATED THAT
41 WHILE STARTING THE VEHICLE, THE CONTACT HEARD AN ABNORMAL
42 NOISE FROM THE VEHICLE. THE FAILURE REURRED TWICE. THE
43 VEHICLE WAS TAKEN TO A DEALER WHERE IT WAS DIAGNOSED THAT
44 THE VTC ACTUATOR NEEDED TO BE REPAIRED. THE VEHICLE WAS NOT

1 REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE.
 2 THE APPROXIMATE FAILURE MILEAGE WAS 18,500....UPDATED 02/03/16
 3 *BF

4 GRINDING NOISE DURING COLD START UP UPDATED 4/23/18*JB

- 5 • **NHTSA Id No. 10795318 (November 22, 2015):** VTC ACTUATOR IS FAILING
 6 CAUSING A GRINDING SOUND WHEN STARTING THE VEHICLE. HONDA
 7 HAS RECOGNIZED AND ADMITTED TO A DEFECTIVE PART. CONTINUED
 8 TO SELL CARS KNOWING THE PARTS WERE DEFECTIVE. 2014-2015
 9 HONDAS HAVE THE SAME ISSUE. HONDA REPORTS IT IS NOT DOING
 10 DAMAGE TO THE ENGINE OR ANY COMPONENTS. THEY ARE OFFERING
 11 NO ASSISTANCE IN THE MATTER.
- 12 • **NHTSA Id No. 10808139 December 23, 2015):** A YEAR AGO I NOTICED AT
 13 TIMES A NOISE LIKE I AM TRYING TO START THE VEHICLE WITH IT
 14 ALREADY RUNNING. THE OTHER DAY ON INITIAL START IT MADE A
 15 LOUDER NOISE. THE BEST I CAN TELL IS A PROBLEM WITH THE VTC
 16 ACTUATOR.
- 17 • **NHTSA Id No. 10855418 (April 14, 2016):** A LOUD GRINDING NOISE LASTING
 18 A FEW SECONDS AFTER INITIAL START UP AFTER CAR HAS BEEN
 19 SITTING, I.E., A 'COLD START.' MY HONDA 2013 CRV-EX-L HAS HAD THIS
 20 PROBLEM FROM DAY ONE, BRAND NEW! IT'S INTERMITTENT BUT
 21 HAPPENS USUALLY ON A COLD START. AFTER QUITE A FEW VISITS TO
 22 DEALER THEY ACT PERPLEXED AND NEVER CAN DUPLICATE THE
 23 CONDITION! IT ACTUALLY IS THE VTC (VARIABLE TIMING CONTROL).
 24 HONDA HAS HAD THIS PROBLEM FOR SEVERAL YEARS ON VARIOUS
 25 MODELS OF THEIR VEHICLES, HAS NEVER FIXED THE PROBLEM NOR
 26 CONTACTED AFFECTED BUYERS BUT HAS CONTINUED TO BUILD AND
 27 SELL THESE VEHICLES WITH A KNOWN DEFECT WITH NO FIX! THEIR
 28 ENGINEERS ARE AWARE OF THE PROBLEM, BUT OF COURSE THE SAME
 ENGINEERS SAY IT CAUSES "NO DAMAGE TO THE VEHICLE!" SHAME ON
 HONDA, IT ONLY RUINED THEIR REPUTATION! PEOPLE STARE AT YOU
 AND ASK "WHAT IS THAT NOISE?" WHEN YOU EXPLAIN, IT PUTS HONDA
 AND THEIR VEHICLES IN A POOR POSITION I.E., LOSS OF REPUTATION
 AND SALES. I DID INTENSIVE INVESTIGATION ON MY OWN, JUST
 'GOOGLE THE PROBLEM, AND YOU WILL BE TAKEN TO 'YOU TUBE' AND
 MANY OTHER SITES SHOWING THE PROBLEM. TAKE TO THE DEALER A
 VIDEO AND A COPY OF THE NUMEROUS COMPLAINTS ON THIS AND
 OTHER SITES! YOU MUST PROVE THE PROBLEM EXISTS!! I CALLED
 HONDA AMERICA 2 DAYS AGO TO COMPLAIN AND FOUND OUT HONDA
 JUST THIS YEAR, 2016, FINALLY CAME OUT WITH A 'FIX!' IT IS FOR THE
 VTC (VARIABLE TIMING CONTROL) . MY CAR FINALLY IS AT THE

1 DEALER BEING REPAIRED. HONDA KNEW ALL ALONG OF THIS PROBLEM
 2 AT LEAST FROM 2012 THROUGH 2014 AND EVEN EARLIER MODELS! A
 3 RECALL SHOULD BE MANDATED TO MAKE THE REPAIR!! AGAIN SHAME
 4 ON HONDA, I PERSONALLY WILL NEVER BUY A HONDA AUTOMOBILE
 5 AGAIN. THE

6 FRUSTRATION, EMBARRASSMENT, TIME RUNNING BACK AND FORTH TO
 7 THE DEALER, ETC. HAS WORN ME OUT!! REMEMBER THEIR IS NOW A
 8 BULLETIN TO HONDA DEALERS WITH A 'FIX.' BUT THEY MUST
 9 DUPLICATE THE PROBLEM! BE SURE TO TAKE A VIDEO WITH SOUND!!

10

- 11 • **NHTSA Id No. 11048704 (November 27, 2017):** HAVE 2013 HONDA CR-V AND
 12 WHEN GO TO START IT AFTER SITTING OVERNIGHT MAKES LOUD
 13 GRINDING NOISE FOR 1-2 SECONDS. DEALERSHIP SAYS IT'S THE VTC
 14 ACTUATOR AND IS A KNOW PROBLEM BUT NOT RECALL HAS BEEN
 15 ISSUED. THEY WANT 500 BUCKS TO FIX THE ISSUES SINCE CAR OF
 16 COURSE ISN'T UNDER WARRANTY AND WON'T WORK WITH ME AT ALL.
 17 VERY UNPROFESSIONAL IN MY OPINION OF HONDA WITH AN ISSUES
 18 THAT IS KNOW AND COMMON.
- 19 • **NHTSA Id No. 11053697 (December 9, 2017):** SPORADIC GRINDING NOISE
 20 AFTER SETTING OVERNIGHT. TOOK TO DEALER, THEY SAID WOULD
 21 HAVE TO HEAR IT BEFORE THEY COULD DO ANYTHING. LEFT UNTIL THE
 22 NEXT DAY. NO SATISFACTION ON MY PART. STILL DOES IT. IT WAS
 23 UNDER WARRANTY WHEN TAKEN IN, BUT IS OUT OF WARRANTY NOW.
- 24 • **NHTSA Id No. 11057819 (January 1, 2018):** ENGINE MAKES A RATTLE NOISE
 25 ON COLD START UP. CAR WAS TAKEN TO DEALERSHIP AND WAS TOLD
 26 THE VTC ACTUATOR WAS DEFECTIVE AND WAS REPLACED UNDER
 27 WARRANTY AT 83000 MILES. THIS WAS IN AUGUST OF 2017. IT IS NOW
 28 JANUARY OF 2018, CAR NOW HAS 90355 MILES AND THE RATTLE NOISE
 HAS RETURNED. WILL TAKE THE CAR BACK TO THE DEALERSHIP THIS
 WEEK TO SEE WHAT WILL BE DONE NEXT. FROM WHAT I HAVE
 RESEARCHED, HONDA HAS NOT COME UP WITH A REAL FIX. THIS
 PROBLEM HAS BEEN GOING ON FOR SEVERAL YEARS FOR PREVIOUS
 MODELS. COME ON NHTSA, PUT SOME HEAT ON THESE GUYS.
- 29 • **NHTSA Id No. 11062203 (January 11, 2018):** ON COLD START THE ENGINE
 30 MAKES A LOUD GRINDING NOISE. MY VEHICLE ONLY HAS 28,500 MILES
 31 ON THE CAR.
- 32 • **NHTSA Id No. 10676638 (January 21, 2015):** ON COLD DAYS I HEAR
 33 GRINDING NOISE WHEN I START MY CAR, FEW SECOND NOISE THEN ITS
 34 FINE. I NOTICED IT STARTED IN DECEMBER WHEN THE COLD WEATHER

1 HITS TEXAS. IT DOES NOT HAPPEN DAILY ONLY ON COLD DAYS AS CAR
 2 SITS IN DRIVEWAY. SOME DAYS IT WILL BE COLD AND IT WILL BE FINE
 3 AND OTHER DAYS ANOTHER COLD DAY AND IT WILL HAPPEN FOR A
 4 FEW SECONDS. MY CAR HAS SLIGHTLY OVER 8000 MILES. I FIND THIS
 5 TOO SOON TO HAVE ANY ISSUES. I TOOK IT TO LOCAL HONDA
 6 DEALERSHIP JANUARY 16 WHERE CAR SAT OVER NIGHT TO DUPLICATE
 7 THE SOUND AND THE CAR DID NOT MAKE THAT NOISE. THE WEATHER
 8 WAS IN THE 40'S AND NOISE COULD NOT BE HEARD. MY CAR WAS STILL
 9 AT DEALERSHIP ON JANUARY 19 AND AGAIN NO SOUND WAS HEARD
 10 FROM CERTIFIED HONDA TECH. I OPENED UP HONDA CARE TICKET FOR
 11 A SOLUTION AND A PUSH FROM THEM TO REPLACE THE VTC ACTUATOR.
 12 THE TECH PLAYED DUMB AND SAID I WAS THE FIRST OWNER TO HAVE
 13 THIS COMPLIANT AND THEREFORE COULD NOT PIN POINT THE PROBLEM
 14 AND COULD NOT FIX SOMETHING HE DID NOT KNOW WHAT IT COULD
 15 BE. I TOOK MY CAR FROM THEM AFTER SITTING THERE SINCE FRIDAY,
 16 SATURDAY, SUNDAY AND MONDAY JAN 19. HONDA CARE DID NOT PUSH
 17 THE ISSUE TO THE DEALERSHIP SO I AM CONSIDERING TRADING IN MY
 18 CAR. I CANNOT BE HELD ACCOUNTABLE FOR A FAULTY HONDA
 19 PROBLEM. NOW I THE CONSUMER HAVE BEEN DUPED BY THIS
 20 IGNORANCE AND LETTING THIS KNOWN ISSUE JUST SIT AROUND AND
 21 GET BIGGER WITH CONSUMERS. *TR

22

- **NHTSA Id No. 10690867 (February 26, 2015):** EVERY DAY WHEN IT IS
 23 REALLY COLD OUTSIDE AND THE TEMPERATURES ARE 20 BELOW OR SO,
 24 THERE IS A GRINDING NOISE WHEN I START THE CAR UP. IT ONLY
 25 HAPPENS WHEN IT IS REALLY COLD OUTSIDE. DON'T ACTUALLY KNOW
 26 WHERE IT IS COMING FROM UNDER THE HOOD. IT ONLY LAST ABOUT A
 27 SECOND OR TWO.
- **NHTSA Id No. 10693136 (March 9, 2015):** I GET A HARSH GRINDING 'METAL-
 28 ON-METAL' SOUND FROM THE CAM/TIMING CHAIN, TOP OF THE ENGINE
 WHEN TEMPS BELOW 40 DEGREES. VISITED WITH THE DEALER I
 PURCHASED AT, DIDN'T EVEN START A WORK TICKET WHEN I TOLD HIM
 WHAT IT WAS DOING. STATED IT WAS THE VTC ACTUATOR PROBLEM
 ,THEY ALL HAVE IT, REPLACING THE PART WON'T FIX IT, JUST HAVE TO
 LIVE WITH IT. WENT TO 2ND DEALER, SAID SAME THING BUT STARTED A
 WORK TICKET. GAVE ME A COPY OF A HONDA "TECH LINE SUMMARY
 ARTICLE" ENGINE RATTLES AFTER COLD SOAK STARTUP. AFFECTED
 VEHICLES, 2008-12 ACCORD, 2012-15 CROSSTOUR, 2012-14 CR-V, WE'RE
 CURRENTLY WORKING ON A SOLUTION BUT HAVE NO RECOMMENDED
 DEALER REPAIR AT THIS TIME. CONTACTED HONDA MOTOR CO. TO FILE
 A COMPLAINT, WE WOULD LIKE TO FIX YOUR CAR, HOW? YOU DON'T
 HAVE A FIX, PROBLEM SINCE 2008. ASKED FOR MY PURCHASE PRICE TO
 BE REIMBURSED MINUS USAGE. WAITING FOR RESPONSE FROM HONDA.
 WILL PURSUE DISPUTE RESOLUTION/ARBITRATION IF NEEDED. *TR

- 1
- 2 • **NHTSA Id No. 10694991 (March 17, 2015):** WHEN YOU COLD START THE CAR
- 3 IT MAKES A GRINDING NOISE. HAVE TAKEN IT IN TO THE DEALER THREE
- 4 TIMES AND THEY CAN NEVER DUPLICATE THE NOISE. I TAKE IT HOME
- 5 AND IT DOES IT AGAIN THE NEXT DAY EACH TIME. I RECORDED THE
- 6 NOISE AND TOOK IT TO THE DEALER. THEY ORIGINALLY TOLD ME THAT
- 7 THEY DIDN'T KNOW WHAT IT WAS. THE THIRD TIME I TOOK IT IN THEY
- 8 CLAIMED HONDA AMERICA WAS AWARE OF THE PROBLEM AND WERE
- 9 WORKING ON IT. AFTER WAITING 6 WEEKS FOR RESOLUTION, I CALLED
- 10 THE DEALER AND WAS TOLD THE SAME THING. I REQUESTED THE
- 11 NUMBER TO HONDA AMERICA AND CALLED. I WAS TOLD BY HONDA
- 12 AMERICA THAT THEY DIDN'T DEEM THIS PROBLEM A DEFECT AND THEY
- 13 WOULD NOT FIX THE PROBLEM. I AM TRYING TO FIND OUT WHAT
- 14 RECOURSE I HAVE. IF YOU LOOK ON THE DIFFERENT BLOGS AND SITES
- 15 ONLINE...THEY DO HAVE A PROBLEM WITH NUMEROUS OTHER HONDA
- 16 VEHICLES. ANY HELP YOU CAN GIVE ME IS APPRECIATED. *TR
- 17
- 18 • **NHTSA Id No. 10723387 (June 4, 2014):** THERE IS A GRINDING NOISE/SOUND
- 19 AT COLD START. VEHICLE IS GARAGED BUT DURING THE COLDER
- 20 WEATHER MONTHS, THE STARTER HAS A TERRIBLE GRINDING SOUND.
- 21 THIS OCCURRED WITH ONLY ABOUT 1200 MILES PUT ON THE CAR. IT
- 22 WAS PURCHASED NEW IN MID-DECEMBER, 2013 (2014 MODEL) AND THE
- 23 GRINDING SOUND FIRST OCCURRED IN LATE FEBRUARY, 2014. WAITED A
- 24 FEW MORE MONTHS AND THEN CONTACTED LOCAL HONDA
- 25 DEALERSHIP TO BRING IN THE CAR TO HAVE THEM DUPLICATE THE
- 26 PROBLEM. THIS WAS DONE ON JANUARY 9TH, 2015. DEALERSHIP SAID
- 27 THEY WERE AWARE OF SOME OTHER 2014 CRV'S HAVING SAME/SIMILAR
- 28 PROBLEM AS MINE. THEY FURTHER STATED THAT THE PROBLEM IS A
- 29 VTC-ACTUATOR AND THAT HONDA HAD BEEN AWARE OF IT FOR SOME
- 30 TIME. I WAS TOLD THAT HONDA HAS TO RE-ENGINEER THE PART AND
- 31 THAT IT HOPEFULLY BE READY BY THE SUMMER OF 2015. STILL NO
- 32 WORD FROM THE DEALERSHIP ON THE STATUS OF THE RE-ENGINEERED
- 33 PART BEING AVAILABLE AT THIS TIME. I WILL FOLLOW UP WITH THEM
- 34 TODAY.
- 35
- 36 • **NHTSA Id No. 10795269 (November 21, 2015):** ENGINE HAS A COLD START
- 37 RATTLE, HONDA SAYS IT IS THE VTC ACTUATOR. HONDA HAS CHANGED
- 38 IT ONCE AND IT STILL MAKES THE NOISE. HONDA SAYS THAT ARE
- 39 WORKING ON A FIX, BUT IT LOOKS LIKE THEY HAVE WORKING ON IT
- 40 SINCE 2012.
- 41
- 42 • **NHTSA Id No. 1080883 (December 7, 2015):** WHEN STARTING THE CAR,
- 43 ESPECIALLY AFTER IT SITTING FOR A WHILE, IT WILL MAKE A
- 44 RATCHETING SOUND AFTER STARTING. I CALLED THE DEALER WHERE

1 PURCHASED FROM AND WAS TOLD IT WAS A VTC ACTUATOR PROBLEM
 2 THAT THERE IS NO FIX FOR. WAS TOLD THEY ARE WORKING ON IT AND
 3 WOULD HAVE A FIX IN FEBRUARY. LOOKED UP THIS PROBLEM ONLINE
 4 AND SAW THIS HAS BEEN A PROBLEM WITH HONDA'S SINCE 2008 ALONG
 5 WITH NUMEROUS VIDEOS OF THE SAME SOUND.

- 6 • **NHTSA Id No. 10817267 (December 31, 2015):** MY VEHICLE MAKES A
 7 TERRIBLE SOUND UNDER THE HOOD UPON STARTING WHEN IT IS COLD. I
 8 RESEARCHED IT ONLINE AND DISCOVERED IT IS THE VTC ACTUATOR
 9 VALVE (MOST LIKELY). TOOK IT TO DEALERSHIP, LET IT OVERNIGHT SO
 10 THEY WOULD HEAR IT AFTER SETTING. THEY CLAIM NO NOISE UPON
 11 STARTING IT. I AM CONCERNED AT SOME POINT ENGINE PARTS ARE
 12 BEING DAMAGED. THE NOISE BEGAN WITHIN 2 MONTHS OF OWNERSHIP.
 13 WENT TO ANOTHER HONDA DEALER, THEY SAID "HONDA PROBABLY
 14 DOES KNOW ABOUT THIS BUT THERE IS NO REPAIR/RECALL ORDER
 15 ISSUED SO THEY WON'T REPAIR IT. CAR WAS PURCHASED NEW.
- 16 • **NHTSA Id No. 10817445 (January 2, 2016):** WHEN STARTING THE CAR,
 17 ESPECIALLY AFTER IT SITTING FOR A WHILE, IT WILL MAKE A
 18 RATCHETING SOUND AFTER STARTING. I CALLED THE DEALER WHERE
 19 PURCHASED FROM AND WAS TOLD IT WAS A VTC ACTUATOR PROBLEM
 20 THAT THERE IS NO FIX FOR. WAS TOLD THEY ARE WORKING ON IT AND
 21 WOULD HAVE A FIX IN FEBRUARY.
- 22 • **NHTSA Id No. 10822402 (January 26, 2016):** WITH COLD STARTS (STARTING
 23 THE ENGINE FIRST THING IN THE MORNING) THERE IS A GRINDING
 24 RUMBLE FROM UNDER THE FRONT OF THE CAR THAT LASTS A SECOND
 25 OR TWO. THIS HAS BEEN HAPPENING SINCE I BOUGHT THE CAR, AND
 26 THE SERVICE DEPT HAS SAID NOT TO WORRY ABOUT IT. YESTERDAY, I
 27 TOOK THE CAR IN TO HAVE IT EXAMINED AND REPAIRED, AND THE
 28 HONDA SERVICE MANAGER CONFIRMED THAT THE NOISE WAS COMING
 FROM A DEFECTIVE VTC ACTUATOR. HE WENT ON TO SAY THAT HONDA
 IS CONTINUING TO PRODUCE THE SAME DEFECTIVE ACTUATOR THEY
 HAVE PRODUCED FOR THE PAST 8 YEARS AND THAT THE HONDA
 CORPORATION WILL NOT ALLOW DEALER SERVICE DEPARTMENTS TO
 REPLACE THEM. "THEY'RE ALL FAULTY, SO IT WOULDN'T MATTER."
 29
 30 THIS DEFECT IN A CRITICAL ENGINE PART MUST BE ADDRESSED AND
 31 THE PART REPLACED.
- 32 • **NHTSA ID No. 10822511 (January 27, 2016):** GRINDING SOUND AT START UP
 33 ON COLD MORNINGS, PROBABLY FAULTY VTC ACTUATOR WHICH
 34 HONDA WILL OR CANNOT FIX. THIS GRINDING HAS TO BE DOING SOME
 35 KIND OF DAMAGE THAT WILL BE MORE SERIOUS LATER TO MY VEHICLE.

- 1 • **NHTSA ID No. 10824028 (February 3, 2016):** GRINDING SOUND AT ENGINE
2 START UP IN COLD WEATHER. IT HAPPENS EVERY WINTER.
- 3
- 4 • **NHTSA ID No. 10854563 (April 9, 2016):** GRINDING NOISE LASTING A FEW
5 SECONDS DURING IGNITION START UP AFTER CAR HAS BEEN SITTING
6 OVERNIGHT. BEGAN WHEN CAR WAS 6 MONTHS OLD. HAPPENS ALMOST
6 DAILY WHEN TEMPS ARE BELOW 60
- 7 • **NHTSA ID No. 10939065 (December 27, 2016):** ENGINE EMITS
8 RATTLE/GRINDING SOUND FOR 1-3 SECONDS ON COLD START IN COLD
8 WEATHER.
- 9 ## VIN PASSED ## HONDA CRV 2014 ## *TR
- 10
- 11 • **NHTSA ID No. 10939136 (January 2, 2017):** THERE IS A LOUD GRINDING
12 NOISE LASTING APPROXIMATELY 2 SECONDS AT COLD STARTUP. THIS
13 HAS HAPPENED ABOUT 6 TIMES IN THE LAST 6 MONTHS. MY VEHICLE
13 HAS ONLY 22700 MILES. I'M CONCERNED THIS IS CAUSING DAMAGE TO
14 THE ENGINE.
- 15
- 16 • **NHTSA ID No. 10984366 (May 8, 2017):** OUR 2014 HONDA CRV HAS BEEN
17 MAKING A CLATTERING NOISE AT START UP FOR THE PAST SEVERAL
17 MONTHS. APPARENTLY THERE IS A WELL KNOW DEFECT WITH THE VTC
18 ACCURATOR AND YET HONDA HASN'T ALERTED CONSUMERS TO THIS
18 DEFECT OR ISSUED A RECALL. I AM WRITING YOU TO ALERT YOU OR TO
19 ADD TO OTHER COMPLAINTS YOU HAVE RECEIVED REGARDING THIS
19 ISSUE. IF THEY DON'T NOTIFY CONSUMERS, THEN THE WARRANTY
20 PERIOD CAN GO BY AND THEN THE CONSUMER IS LEFT WITH THE BILL.
20 THANK YOU.
- 21
- 22 • **NHTSA ID No. 11022148 (September 1, 2017):** CAR HAS A LOUD RATTLE OR
23 GRINDING SOUND ON A COLD STARTUP. LAST A COUPLE OF SECONDS
23 THEN GOES AWAY. HAS DONE THIS FOR 3 YEARS, SINCE I GOT IT.
- 24
- 25 • **NHTSA ID No. 11039802 (October 25, 2017):** LOUD GRINDING SOUND WHEN
26 STARTING THE CAR IN THE GARAGE. THIS HAS HAPPENED IN THE PAST
26 ON COLD DAYS BUT TEMPERATURE TODAY WAS IN THE 50S. I AM
27 CONCERNED ABOUT DAMAGE FROM THIS AS THE DAYS HERE IN
27 WISCONSIN ARE ONLY GOING TO GET COLDER. I AM KEEPING A
28 RUNNING LIST OF OCCURRENCES AND DOCUMENTING DATES AND
28 TEMPERATURES.

- 1 • **NHTSA ID No. 11052815 (December 6, 2017):** ON COLD START ENGINE
2 MAKES LOUD GRINDING SOUND. VEHICLE WAS PURCHASED IN JANUARY
3 2016 AND HAS CONTINUOUSLY DONE THIS ON COLD MORNINGS
- 4 • **NHTSA ID No. 11054687 (December 14, 2017):** ENGINE MAKES A GRINDING
5 SOUND UPON START UP ON COLD MORNINGS FOR A FEW SECONDS
6 WHILE PARKED. THIS HAS BEEN A PROBLEM SINCE I PURCHASED CAR.
7 HAVE TAKEN TO DEALER NUMEROUS TIMES, BUT THEY CANNOT TELL
8 ME WHAT THE PROBLEM IS. NUMEROUS COMPLAINTS FROM OWNERS
9 ABOUT THE VTC ACTUATOR, BUT THIS WAS NEVER MENTIONED TO ME.
10 CONCERNED THIS WILL LEAD TO PROBLEMS IF NOT ADDRESSED.
- 11 • **NHTSA ID No. 11057647 (December 30, 2017):** RATTLING NOISE FOR 1 OR 2
12 SECONDS WHEN STARTING THE VEHICLE AT TEMPERATURES AROUND
13 35 DEGREES F.
- 14 • **NHTSA ID No. 11064271 (January 20, 2018):** RATTLING NOISE FOR 1 TO 3
15 SECONDS WHEN STARTING THE VEHICLE AT TEMPERATURES AROUND
16 35 DEGREES F. THIS OCCURS RANDOMLY SINCE PURCHASE. HAVE
17 TALKED WITH DEALER WITH NO RESOLUTION.
- 18 • **NHTSA ID No. 11065218 (January 18, 2018):** ON COLD START, THE ENGINE
19 GRINDS FOR ABOUT 2 SECONDS. I BOUGHT THE VEHICLE NEW AND THIS
20 HAS HAPPENED PERIODICALLY SINCE. DEALER SERVICE SHOP USUALLY
21 CANNOT REPLICATE IT BECAUSE IT ONLY HAPPENS ON COLD START
22 AFTER SITTING OVERNIGHT. FINALLY GOT THEM TO REPLICATE THE
23 NOISE IN JANUARY 2016 AND DIAGNOSED AS A VTC ACTUATOR
24 PROBLEM. APPARENTLY A VERY WELL KNOWN PROBLEM AND "THEY
25 FIX THESE ALL THE TIME, KNOWN ISSUE". A WEEK LATER THE NOISE
26 STARTED AGAIN AND NOW THE DEALER CAN'T REPLICATE AGAIN. I
27 ONLY HAVE 10 MONTHS LEFT ON MY WARRANTY AND THEY SAY THEY
28 WON'T REPLACE IT AGAIN BECAUSE THEY CAN'T REPLICATE IT. IF IT'S A
 KNOWN ISSUE, THIS NEEDS TO BE RECALLED AND FIXED AGAIN ASAP.
 WORRIED ABOUT THE LONGEVITY OF THE ENGINE, GIVEN THIS HAS
 BEEN GOING ON SINCE DAY ONE.
- 1 • **NHTSA ID No. 11074647 (February 24, 2018):** ENGINE METAL RATTLING
2 NOISE ON COLD START UP. VERY DISTURBING. ENGINE HAS A ROUGH
3 START AS RESULT.

- 1 • **NHTSA ID No. 11076209 (May 5, 2018):** GRINDING SOUND FROM ENGINE
2 DURING COLD START. GRINDING SOUND LAST A FEW SECONDS WHEN
3 ENGINE IS COLD.
- 4 • **NHTSA ID No. 11139305 (October 9, 2018):** VTC ACTUATOR NEEDS TO BE
5 REPLACED AT 86,000 MILES. TOOK TO DEALER COST WILL BE \$1000.00
6 NOT COVERED UNDER ANY RECALLS ALTHOUGH THERE HAVE BEEN
7 SEVERAL COMPLAINTS AND REPAIRS FOR THIS PARTICULAR YEAR,
8 MAKE AND MODEL
- 9 • **NHTSA ID No. 11162187 (December 18, 2018):** GRINDING SOUND FOR 1-2
10 SECONDS AFTER THE ENGINE STARTS ESPECIALLY DURING COLD
11 START. WHEN I GOOGLED IT, SAME SOUND THAT AFFECTING VTC
12 ACTUATOR.
- 13 • **NHTSA ID No. 11172725 (January 29, 2019):** TL* THE CONTACT OWNS A 2014
14 HONDA CR-V. WHEN THE VEHICLE WAS COLD STARTED, THE CONTACT
15 HEARD AN INTENSE GRINDING NOISE COMING FROM THE ENGINE. THE
16 NOISE ONLY LASTED FOR A FEW SECONDS, BUT THE CONTACT WAS
17 CONCERNED OF ENGINE DAMAGE. THE CONTACT RESEARCHED THE
18 INTERNET AND FOUND FORUMS REGARDING THE FAILURE. THE
19 CONTACT SPOKE WITH O'DONNELL HONDA (8620 BALTIMORE NATIONAL
20 PIKE, ELLICOTT CITY, MD 21043, (410) 461-5000) WHILE THE WARRANTY
21 WAS STILL VALID; HOWEVER, THERE WAS NO REMEDY AT THE TIME.
22 THE WARRANTY HAD EXPIRED AND THE DEALER WOULD NOT ASSIST
23 WITH THE REPAIR. THE MANUFACTURER STATED THAT NOTHING COULD
24 BE DONE BECAUSE THE WARRANTY WAS EXPIRED. THE FAILURE
25 MILEAGE WAS 30,000.
- 26 • **NHTSA ID No. 11190244 (March 20, 2019):** CRV WAS RATTLING FOR ABOUT
27 A WEEK. STARTED ONLY IN THE MORNING IN THE COLD AND
28 PROGRESSIVELY GOT WORSE. WE WERE SUPPOSED TO TAKE THE CAR IN
 TO THE MECHANIC THE NEXT DAY BUT AS MY WIFE WAS DRIVING ON
 THE HIGHWAY THE CAR COMPLETELY SHUT OFF. WE HAD IT TOWED TO
 THE MECHANIC AND HE SAID IT'S ENGINE FAILURE AND HAD NO OIL. WE
 HAD NO OIL LIGHT COME ON AND WE GET ROUTINE OIL CHANGES.
 CALLED HONDA TO SEE IF THERE WAS A RECALL AND THEY SAID NO
 AND OFFERED NO HELP. NOW I'M STUCK WITH A WORTHLESS 5 YR OLD
 CAR THAT I STILL OWE MONEY ON. THERE ARE SO MANY COMPLAINTS
 ABOUT THIS WHY HASN'T A RECALL BEEN ISSUED? WHY IS NOBODY
 INVESTIGATING THIS????

- 1 • **NHTSA ID No. 11205233 (May 2, 2019):** RATTLING NOISE FOR 1 TO 3
2 SECONDS WHEN STARTING THE VEHICLE THIS OCCURS RANDOMLY
3 SINCE PURCHASE. HAVE TALKED WITH DEALER WITH THEY SAY ITS
4 STARTER (\$863 NOT UNDER WARRANTY. IF I TURN KEY AND LET SIT FOR
5 A FEW MINUTES AND THEN START THE ENGINE - NO METAL NOISE.
6 CONTACT AMERICA HONDA - NO CALL OR COMMUNICATION YET
7
- 8 • **NHTSA ID No. 1110377 (May 28, 2019):** RATTLING NOISE FOR 1 TO 3
9 SECONDS WHEN STARTING THE VEHICLE THIS OCCURS RANDOMLY
10 SINCE PURCHASE. HAVE TALKED WITH DEALER WITH THEY SAY ITS
11 STARTER (\$863 NOT UNDER WARRANTY. IF I TURN KEY AND LET SIT FOR
12 A FEW MINUTES AND THEN START THE ENGINE - NO METAL NOISE.
13 CONTACT AMERICA HONDA - NO CALL OR COMMUNICATION YET
14
- 15 • **NHTSA ID No. 1122114 (June 19, 2019):** RATTLING NOISE FOR 1 TO 3
16 SECONDS WHEN STARTING THE VEHICLE THIS OCCURS RANDOMLY
17 SINCE PURCHASE. HAVE TALKED WITH DEALER WITH THEY SAY ITS
18 STARTER (\$863 NOT UNDER WARRANTY. IF I TURN KEY AND LET SIT FOR
19 A FEW MINUTES AND THEN START THE ENGINE - NO METAL NOISE.
20 CONTACT AMERICA HONDA - NO CALL OR COMMUNICATION YET
21
- 22 • **NHTSA ID No. 11242718 (August 8, 2019):** I'M HAVING THE INFAMOUS VTC
23 ACTUATOR GRINDING ON START-UP THAT HONDA HAS DETAILED IN
24 SERVICE BULLETIN #16-012. I'VE CONTACTED HONDA REPEATEDLY
25 ABOUT THE ISSUE BUT THEY REFUSE TO GIVE ME ANY INFORMATION
26 ABOUT IT.
27
- 28 • **NHTSA ID No. 11271164 (October 26, 2019):** I'M HAVING THE INFAMOUS VTC
29 ACTUATOR GRINDING ON START-UP THAT HONDA HAS DETAILED IN
 SERVICE BULLETIN #16-012. I'VE CONTACTED HONDA REPEATEDLY
 ABOUT THE ISSUE BUT THEY REFUSE TO GIVE ME ANY INFORMATION
 ABOUT IT.
30
- 31 • **NHTSA ID No. 11271164 (October 26, 2019):** I'M HAVING THE INFAMOUS VTC
32 ACTUATOR GRINDING ON START-UP THAT HONDA HAS DETAILED IN
33 SERVICE BULLETIN #16-012. I'VE CONTACTED HONDA REPEATEDLY
34 ABOUT THE ISSUE BUT THEY REFUSE TO GIVE ME ANY INFORMATION
35 ABOUT IT.
36
- 37 • **NHTSA ID No. 11281898 (November 22, 2019):** VEHICLE MADE GRINDING
38 NOISE UPON START-UP OVER SEVERAL MONTHS. HONDA CLAIMED IT IS
39 NOT DAMAGING THE ENGINE AND THERE IS NO FIX. ENGINE CONTINUED
40

1 TO GRIND AND MY CAR BEGAN HAVING OIL PROBLEMS. HONDA STILL
 2 SAID THERE WAS NO ISSUE AND THEY WERE NOT RELATED. CAR
 3 CONTINUED GRINDING UNTIL THIS WEEK WHEN ALL LIGHTS ON THE
 4 DASHBOARD LIT UP. I TOOK MY HONDA AND WAS TOLD THE TIMING
 5 CHAIN IS STRETCHED AND IT NEEDS ANOTHER VTC ACTUATOR
 6 REPLACEMENT (THIS WAS FIXED UNDER WARRANTY THREE YEARS
 7 AGO). THE CAR COULD HAVE STALLED WHILE DRIVING. THIS IS A
 8 KNOWN ISSUE THAT HONDA IS REFUSING TO ACKNOWLEDGE OR
 9 RECALL IN HONDA CR-V'S. THEY CHARGED ME \$1800 TO FIX AN ISSUE
 10 KNOWN TO THEM. THIS COULD HAVE RESULTED IN BODILY INJURY TO
 11 MYSELF OR OTHERS IF THE CAR HAD STALLED WHILE DRIVING. HONDA
 12 SHOULD TAKE RESPONSIBILITY FOR THEIR FAULTY ENGINES. THERE
 13 ARE MULTIPLE COMPLAINTS ON THIS SAME ISSUE.

14

- 15 • **NHTSA ID No. 11271633 (October 28, 2019):** I'M HAVING CONTINUED ISSUES
 16 WITH THE ENGINE'S VTC RATTLING AND RANDOM ENGINE SPEEDS. IT
 17 HAS BEEN REPAIRED ONCE BUT THE RATTLE AHAS RETURNED AND IS
 18 WORSE. NO SERVICE LIGHTS ARE PRESENT.

19 41. Customers have reported the VTC Defect in the Class Vehicles to Honda
 20 directly and through its dealers. Defendants are fully aware of the VTC Defect contained in
 21 the Class Vehicles. Nevertheless, Defendants actively concealed the existence and nature of
 22 the Defect from Plaintiff and the other Class Members at the time of purchase or repair and
 23 thereafter. Honda:

24

- 25 a. failed to disclose, at the time of purchase or repair and thereafter, any
 26 and all known material defects or material nonconformities of the Class
 27 Vehicles, including the VTC Defect;
- 28 b. failed to disclose, at the time of purchase or repair and thereafter, that
 29 the Class Vehicles and their VTC Actuators were not in good working
 30 order, were defective, and were not fit for their intended purpose; and
- 31 c. failed to disclose and actively concealed the fact that the Class Vehicles
 32 and their VTC Actuators were defective, despite the fact that
 33 Defendants learned of the VTC Defect before they placed the Class
 34 Vehicles in the stream of commerce.

1 42. Defendants have deprived Class Members of the benefit of their bargain,
2 exposed them all to a dangerous safety Defect, and caused them to expend money at its
3 dealerships or other third-party repair facilities and/or take other remedial measures related to
4 the VTC Defect contained in the Class Vehicles. Moreover, on information and belief when
5 vehicles are brought to Defendant's dealers for repair, Class Members are provided with
6 ineffective repairs in which one defective component is replaced with another. As a result,
7 Class Members continue to experience the Transmission Defect even after paying for repairs,
8 as shown by the experiences of Plaintiffs. Because many Class Members, like Plaintiffs, are
9 current owners or lessees who rely on their vehicles on a daily basis, compensation for
10 repairs, related expenses (e.g. towing) and diminution in value is not sufficient. A remedial
11 scheme which also makes available a fix and/or warranty extension is necessary to make
12 Class Members whole.
13

14 43. Defendants have not recalled the Class Vehicles to repair the VTC Defect, has
15 not offered to its customers a suitable repair or replacement of parts related to the VTC Defect
16 free of charge, and has not reimbursed all Class Vehicle owners and leaseholders who
17 incurred costs for repairs related to the VTC Defect.

18 44. Class Members have not received the value for which they bargained when
19 they purchased or leased the Class Vehicles.

20 45. As a result of the VTC Defect, the value of the Class Vehicles has diminished,
21 including without limitation, the resale value of the Class Vehicles. Reasonable consumers,
22 like Plaintiffs, expect and assume that a vehicle's VTC Actuator and related components are
23 not defective and will not malfunction while operating the vehicle as it is intended. Plaintiffs
24 and Class Members further expect and assume that Honda will not sell or lease vehicles with
25 known safety defects, such as the VTC Defect, and will fully disclose any such defect to
26 consumers prior to purchase or offer a suitable repair non-defective replacement.
27
28

CLASS ACTION ALLEGATIONS

46. Plaintiffs brings this lawsuit as a class action on behalf of themselves and all others similarly situated as members of the proposed Classes pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and/or (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of those provisions.

47. The Class and Sub-Class are defined as:

Nationwide Class: All persons who purchased or leased any 2012-2016 Honda CR-V vehicle, 2012-2016 Honda Accord Vehicle or 2012-2015 Honda Crosstour vehicle in the United States.

California Sub-Class: All persons who purchased or leased any 2012-2016 Honda CR-V vehicle, 2012-2016 Honda Accord Vehicle or 2012-2015 Honda Crosstour vehicle in the State of California.

48. Excluded from the Class and Sub-Class are: (1) Defendants, any entity or division in which Defendants have a controlling interest, and its legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's staff; and (3) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiffs reserve the right to amend the definition of the Class and Sub-Class, and to add further subclasses, if discovery and further investigation reveal that the Class and Sub-Class should be expanded or otherwise modified.

49. Numerosity: Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. The Class Members are readily identifiable from, *inter alia*, information and records in Defendants' possession, custody, or control.

50. Typicality: The claims of the representative Plaintiffs are typical of the claims of the Class and Sub-Class in that the representative Plaintiffs, like all Class Members, paid

1 for a Class Vehicle designed, manufactured, and distributed by Defendant which is subject to
 2 the VTC Defect. The representative Plaintiffs, like all Class Members, have been damaged by
 3 Defendants' misconduct because, among other reasons, their vehicles have diminished in
 4 value as a result of the VTC Defect, their vehicles do not perform properly, and they have
 5 incurred or will incur the cost of repairing or replacing their malfunctioning VTC Actuator
 6 and related parts as a result of the VTC Defect. Further, the factual bases of Defendants'
 7 misconduct are common to all Class Members and represent a common thread of fraudulent,
 8 deliberate, and/or grossly negligent misconduct resulting in injury to all Class Members.
 9

10 51. Commonality: There are numerous questions of law and fact common to
 11 Plaintiffs and the Class and Sub-Class that predominate over any question affecting only
 12 individual Class Members. These common legal and factual questions include the following:

- 13 a. whether the Class Vehicles suffer from the VTC Defect;
- 14 b. whether the VTC Defect constitutes an unreasonable safety hazard;
- 15 c. whether Defendants know about the VTC Defect and, if so, how long
 Defendants have known of the Defect;
- 16 d. whether the defective nature of the Class Vehicles'
 VTC Actuators constitutes a material fact;
- 17 e. whether Defendants had and have a duty to disclose the defective nature
 of the Class Vehicles' VTC Actuators to Plaintiffs and the other Class
 Members;
- 18 f. whether Plaintiffs and the other Class Members are entitled to equitable
 relief, including, but not limited to, a preliminary and/or permanent
 injunction;
- 19 g. whether Defendants knew or reasonably should have known of the VTC
 Defect contained in the Class Vehicles before it sold or leased them to
 Class Members; and

h. Whether Defendants: (1) violated the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*; (2) violated the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (3) committed breach of the implied warranty of merchantability pursuant to the California Song-Beverly Consumer Warranty Act, Cal. Civ. Code §§ 1792 and 1791.1 *et seq.*, and Cal. Comm. Code §2314; and (4) is liable for fraudulent omission.

52. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of the Class Members. Plaintiffs have retained attorneys experienced in the prosecution of class actions, including consumer and automobile defect class actions, and Plaintiffs intend to prosecute this action vigorously.

53. Predominance and Superiority: Plaintiffs and the Class Members have all suffered and will continue to suffer harm and damages as a result of Defendants' unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for Defendants' misconduct. Absent a class action, Class Members will continue to incur damages, and Defendants' misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants and will promote consistency and efficiency of adjudication.

FIRST CAUSE OF ACTION

(Violation of California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.* (“CLRA”) on behalf of the Nationwide Class, and alternatively, the California Sub-Class)

1 54. Plaintiffs hereby incorporate by reference the allegations contained in the
 2 preceding paragraphs of this Complaint.

3 55. Plaintiffs bring this cause of action on behalf of themselves and the Nationwide
 4 Class, and alternatively, the California Sub-Class.

5 56. Honda is a “person” as defined by California Civil Code § 1761(c).

6 57. Plaintiffs and the other Class Members are “consumers” within the meaning of
 7 California Civil Code § 1761(d).

8 58. By failing to disclose and concealing the defective nature of the Class
 9 Vehicles’ VTC Actuator from Plaintiffs and prospective Class Members, Defendants violated
 10 California Civil Code § 1770(a), as it represented that the Class Vehicles had characteristics
 11 and benefits that they do not have, represented that the Class Vehicles were of a particular
 12 standard, quality, or grade when they were of another, and advertised the Class Vehicles with
 13 the intent not to sell them as advertised. *See* Cal. Civ. Code §§ 1770(a)(5), (7) & (9).

15 59. Defendants’ unfair and deceptive acts or practices occurred repeatedly in
 16 Defendant’s trade or business, were capable of deceiving a substantial portion of the
 17 purchasing public and imposed a serious safety risk on the public.

18 60. Defendants knew that the Class Vehicles’ VTC Actuator suffered from an
 19 inherent defect, would fail prematurely and were not suitable for their intended use.

20 61. Defendants were under a duty to Plaintiffs and the Class Members to disclose
 21 the defective nature of the Class Vehicles’ VTC Actuator and the associated repair costs
 22 because:

- 23 a. Defendants were in a superior position to know the true state of facts
 24 about the safety defect contained in the Class Vehicles’ VTC Actuators;
- 25 b. Plaintiffs and the Class Members could not reasonably have been
 26 expected to learn or discover that their VTC Actuators have a dangerous
 27 safety defect until after they purchased the Class Vehicles;

- c. Defendants knew that Plaintiffs and the Class Members could not reasonably have been expected to learn about or discover the VTC Defect; and
- d. Defendants actively concealed the defective nature of the Class Vehicles' VTC Actuators from Plaintiffs and Class Members at the time of sale and thereafter.

62. By failing to disclose the VTC Defect, Defendants knowingly and intentionally concealed material facts and breached its duty not to do so.

63. The facts concealed or not disclosed by Defendants to Plaintiffs and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiffs and other Class Members known that the Class Vehicles' VTC Actuator was defective, they would not have purchased the Class Vehicles or would have paid less for them.

64. Plaintiffs and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a VTC Defect. That is the reasonable and objective consumer expectation for vehicles and their VTC Actuator.

65. As a direct and proximate result of Defendants' unfair or deceptive acts and practices, Plaintiffs and the other Class Members have been harmed and have suffered and will continue to suffer actual damages in that the Class Vehicles and their VTC Actuator are defective and require repairs or replacement, and are worth less than they would be if they had a non-defective VTC Actuator.

66. By a letter dated June 10, 2020, and sent via certified mail, Plaintiffs provided Defendants with notice of its alleged violations of the CLRA pursuant to California Civil Code Section 1782(a) and demanded that Defendants rectify the problems associated with the behavior detailed above. As of the filing of this Complaint Defendants have failed to agree to

Plaintiffs' demands and has failed to give notice to all affected consumers, as required by California Civil Code Section 1782.

67. Accordingly, Plaintiffs seek an order enjoining the acts and practices described above.

68. Plaintiffs additionally seek actual damages, restitution, statutory and punitive damages, attorneys' fees and costs, and any other relief that the Court deems proper under section 1780(a) of the CLRA pursuant to Civil Code Section 1782(d), due to Defendants' failure to rectify or agree to adequately rectify its violations as detailed above.

SECOND CAUSE OF ACTION

(Violation of Unfair Competition Law,
California Bus. & Prof. Code § 17200 *et seq.* (“UCL”) on behalf of the Nationwide Class, and
alternatively, the California Sub-Class)

69. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

70. Plaintiffs bring this cause of action on behalf of themselves and the Nationwide Class, and alternatively, the California Sub-Class.

71. California Business & Professions Code Section 17200 prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.”

72. Defendants knew that the Class Vehicles' VTC Actuator suffered from an inherent defect, was defectively designed and/or manufactured, would fail prematurely, and was not suitable for its intended use.

73. In failing to disclose the VTC Defect, Defendants knowingly and intentionally concealed material facts and breached its duty not to do so, thereby engaging in a fraudulent business act or practice within the meaning of the UCL.

74. Defendants were under a duty to Plaintiffs and the other Class Members to disclose the defective nature of the Class Vehicles' VTC Actuator because:

- 1 a. Defendants were in a superior position to know the true state of facts
- 2 about the safety defect contained in the Class Vehicles' VTC Actuators;
- 3 b. Plaintiffs and the Class Members could not reasonably have been
- 4 expected to learn or discover that their VTC Actuators have a dangerous
- 5 safety defect until after they purchased the Class Vehicles;
- 6 c. Defendants knew that Plaintiffs and the Class Members could not
- 7 reasonably have been expected to learn about or discover the VTC
- 8 Defect; and
- 9 d. Defendants actively concealed the defective nature of the Class
- 10 Vehicles' VTC Actuators from Plaintiffs and Class Members at the time
- 11 of sale and thereafter.

12 75. The facts concealed or not disclosed by Defendants to Plaintiffs and the other
 13 Class Members are material because a reasonable person would have considered them to be
 14 important in deciding whether or not to purchase or lease Defendants' Class Vehicles, or to
 15 pay less for them. Had Plaintiffs and other Class Members known that the Class Vehicles
 16 suffered from the VTC Defect described herein, they would not have purchased or leased the
 17 Class Vehicles or would have paid less for them.

18 76. Defendants continued to conceal the defective nature of the Class Vehicles and
 19 their VTC Actuator even after Class Members began to report problems. Indeed, Defendants
 20 continue to cover up and conceal the true nature of this systematic problem today.

21 77. Defendants' omissions of material facts, as set forth herein, also constitute
 22 "unfair" business acts and practices within the meaning of the UCL, in that Defendants'
 23 conduct was injurious to consumers, offended public policy, and was unethical and
 24 unscrupulous. Plaintiffs are informed and believe, and based thereon allege, that despite its
 25 knowledge of the VTC Defect, Honda rolled out the Class Vehicles without disclosing the
 26 problem to meet its own internal schedules and revenue goals. The utility of this self-serving
 27 conduct, which only benefits Honda and serves no public good, is greatly outweighed by the
 28

gravity of the potential harm to consumers. Plaintiffs also assert a violation of public policy arising from Defendants' withholding of material safety facts from consumers. Defendants' violation of consumer protection and unfair competition laws resulted in harm to consumers.

78. Defendants' omissions of material facts, as set forth herein, also constitute unlawful business acts or practices because they violate consumer protection laws, warranty laws and the common law as set forth herein.

79. Thus, by its conduct, Defendants have engaged in unfair competition and unlawful, unfair, and fraudulent business practices.

80. Defendants' unfair and deceptive acts and practices occurred repeatedly in Defendants' trade or business and were capable of deceiving a substantial portion of the purchasing public.

81. As a direct and proximate result of Defendants' unfair and deceptive acts and practices, Plaintiff and Class Members have suffered and will continue to suffer actual damages.

82. Defendants have been unjustly enriched and should be required to make restitution to Plaintiffs and Class Members pursuant to sections 17203 and 17204 of the Business & Professions Code.

THIRD CAUSE OF ACTION

(Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act, Cal. Civ. Code §§ 1792 and 1791.1 *et seq.*, and Cal. Comm. Code §2314 on behalf of the Nationwide Class, and alternatively, the California Sub-Class)

83. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

84. Plaintiffs bring this cause of action on behalf of themselves and the Nationwide Class, and alternatively, the California Sub-Class.

85. Defendants were at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased.

1 86. Defendants provided Plaintiffs and Class Members with an implied warranty
 2 that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary
 3 purposes for which they were sold. However, the Class Vehicles were and are not fit for their
 4 ordinary purpose of providing reasonably reliable and safe transportation because the Class
 5 Vehicles suffer from a VTC Defect that can make driving unreasonably dangerous.

6 87. Defendants impliedly warranted that the Class Vehicles were of merchantable
 7 quality and fit for such use. This implied warranty included, among other things: (i) a
 8 warranty that the Class Vehicles' VTC Actuator designed, manufactured, supplied,
 9 distributed, and sold by Defendants were safe and reliable for providing transportation; and
 10 (ii) a warranty that the Class Vehicles' VTC Actuator would be fit for its intended use while
 11 the Class Vehicles were being operated.

12 88. Contrary to the applicable implied warranties, the Class Vehicles' VTC
 13 Actuator, at the time of sale or lease and thereafter, was not fit for its ordinary and intended
 14 purpose of providing Plaintiffs and the other Class Members with reliable, durable, and safe
 15 transportation. Instead, the Class Vehicles are defective, as described more fully above.

16 89. Defendants' actions, as complained of herein, breached the implied warranty
 17 that the Class Vehicles were of merchantable quality and fit for such use in violation of
 18 California Civil Code sections 1792 and 1791.1, and California Commercial Code section
 19 2314.

20
FOURTH CAUSE OF ACTION

21
 22 (Fraudulent Omission on behalf of the Nationwide Class, and alternatively, the California Sub-
 23 Class)

24 90. Plaintiffs hereby incorporate by reference the allegations contained in the
 25 preceding paragraphs of this Complaint.

26 91. Plaintiffs bring this cause of action on behalf of themselves and the Nationwide
 27 Class, and alternatively, the California Sub-Class.

1 92. Defendants knew that the Class Vehicles' VTC Actuator was defectively
2 designed and/or manufactured, would fail, and was not suitable for its intended use.

3 93. Defendants concealed from and failed to disclose to Plaintiffs and Class
4 Members the defective nature of the Class Vehicles and their VTC Actuator.

5 94. Defendants were under a duty to Plaintiffs and Class Members to disclose the
6 defective nature of the Class Vehicles' VTC Actuator because:

- 7 a. Defendants were in a superior position to know the true state of facts
8 about the safety defect contained in the Class Vehicles' VTC Actuator;
- 9 b. Plaintiffs and the Class Members could not reasonably have been
10 expected to learn or discover that their VTC Actuator has a dangerous
11 safety defect until after they purchased the Class Vehicles;
- 12 c. Defendants knew that Plaintiffs and the Class Members could not
13 reasonably have been expected to learn about or discover the VTC
14 Defect; and
- 15 d. Defendants actively concealed the defective nature of the Class
16 Vehicles' VTC Actuator from Plaintiffs and Class Members at the time
17 of sale and thereafter.

19 95. The facts concealed or not disclosed by Defendants to Plaintiffs and the other
20 Class Members are material in that a reasonable person would have considered them to be
21 important in deciding whether to purchase or lease Defendants' Class Vehicles or pay less for
22 them. Had Plaintiffs and Class Members known about the defective nature of the Class
23 Vehicles' VTC Actuator, they would not have purchased or leased the Class Vehicles, or
24 would have paid less for them.

25 96. Defendants concealed or failed to disclose the true nature of the design and/or
26 manufacturing defects contained in the Class Vehicles' VTC Actuator in order to induce
27 Plaintiffs and Class Members to act thereon. Plaintiffs and the other Class Members
28

justifiably relied on Defendants' omissions to their detriment. This detriment is evident from Plaintiffs' and Class Members' purchase or lease of Defendants' defective Class Vehicles.

97. Defendants continued to conceal the defective nature of the Class Vehicles' VTC Actuator even after Class Members began to report the problems. Indeed, Defendants continue to cover up and conceal the true nature of the problem today.

98. As a direct and proximate result of Defendants' misconduct, Plaintiffs and Class Members have suffered and will continue to suffer actual damages.

RELIEF REQUESTED

99. Plaintiffs, on behalf of themselves and all others similarly situated, request the Court to enter judgment against Defendants, and issue an order providing the following relief:

- a. That Defendants provide notice, in a form pre-approved by the counsel identified below, to all current owners or lessees of the Class Vehicles in the United States and in the said notice offer to replace the defective VTC Actuator and any related component parts contained in every Class Vehicle with a non-defective VTC Actuator and component parts;
- b. That Defendants provide notice, in a form pre-approved by the counsel identified below, to all current and subsequent owners and lessees of the Class Vehicles in the United States and in the said notice extend the warranty for all of the Class Vehicles' parts, components or systems that constitute the VTC Actuator, or that bear upon or are impacted by the VTC Defect, applicable to both original and subsequent purchasers of every Class Vehicle in the United States, including California;
- c. That Defendants offer to reimburse all current and former owners and lessees in the United States who have purchased or leased the Class Vehicles, all expenses already incurred as a result of the VTC Defect, including repairs, diagnostics, and any other consequential and incidental damages (*e.g.* towing charges, vehicle rentals, etc.);

- d. That Defendants immediately cease the sale and lease of the Class Vehicles at all authorized Honda dealerships in the United States without first notifying the purchasers of the VTC Defect, and otherwise immediately cease to engage in the violations of law as set forth above;
- e. Damages and restitution in an amount to be proven at trial;
- f. An order certifying the proposed Class and Sub-Class, designating Plaintiffs as named representatives of the Classes, and designating the undersigned as Class Counsel;
- g. A declaration that Defendants are financially responsible for notifying all Class Members about the defective nature of the Class Vehicles' VTC Actuator
- h. Provide any and all remedies provided pursuant to the UCL, CLRA, California's implied warranty laws, and California's common law fraud laws;
- i. An award to Plaintiffs and the Classes of compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;
- j. A declaration that Defendants must disgorge, for the benefit of the Classes, all or part of the ill-gotten profits it received from the sale or lease of the Class Vehicles, and/or make full restitution to Plaintiffs and Class Members;
- k. An award of attorneys' fees and costs, as allowed by law;
- l. An award of attorneys' fees and costs pursuant to California Code of Civil Procedure Section 1021.5;
- m. An award of pre-judgment and post-judgment interest, as provided by law;
- n. Leave to amend the Complaint to conform to the evidence produced at trial; and

